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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 234.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON, KANSAS, PLAINTIFF IN ERROR,

vs.

JOHN H. D. BLOCK.

FILED OCTOBER 13, 1876.

No. 290.

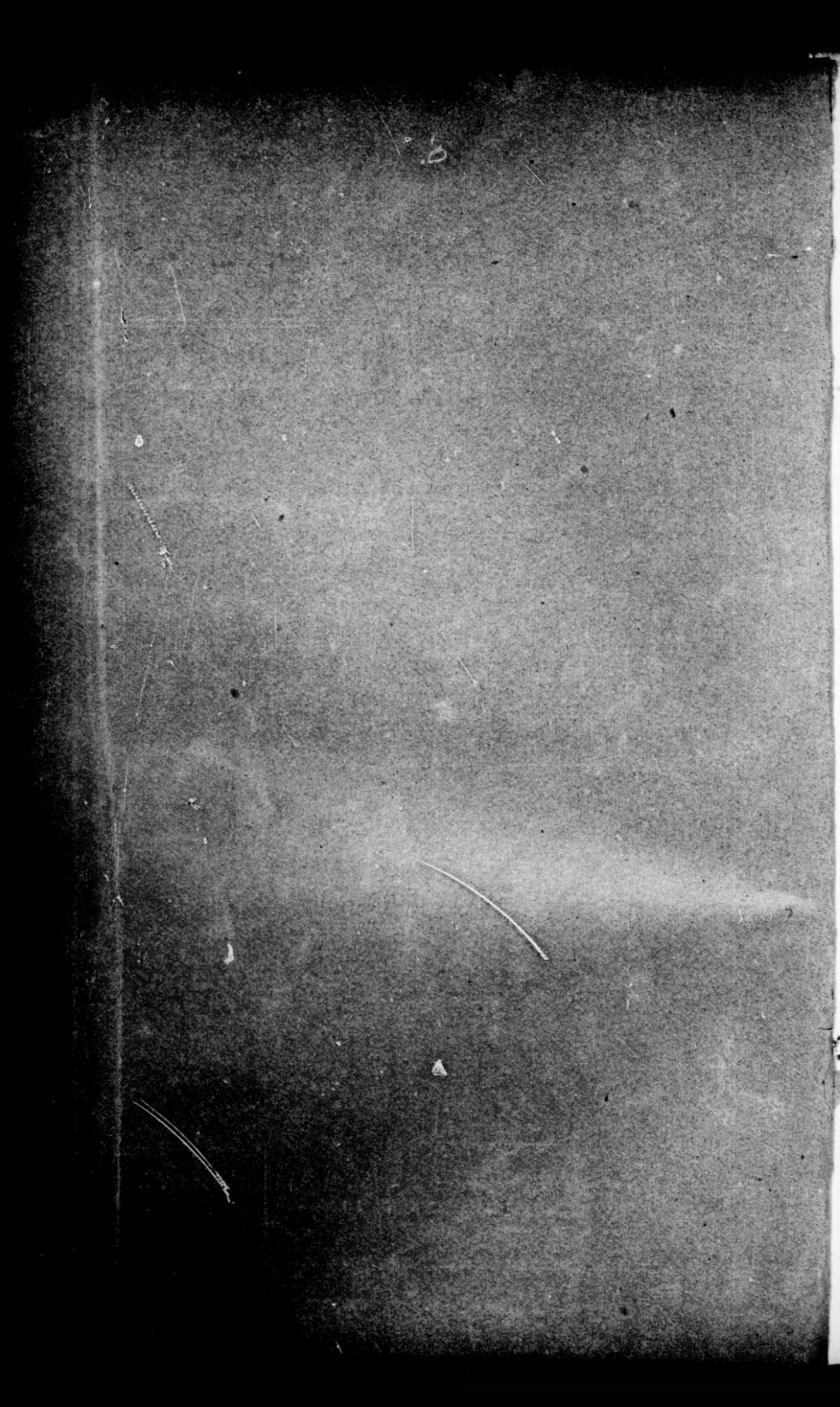
JOHN H. D. BLOCK, PLAINTIFF IN ERROR,

vs.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON.

FILED OCTOBER 23, 1876.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.



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1, 2 In the circuit court of the United States for the district of Kansas.

JOHN H. D. BLOCK
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the county of Bourbon.

Be it remembered that, on this day, to wit, March 17th, 1875, the plaintiff, by his attorneys, filed in the clerk's office of said court his petition and security for costs, which said petition and security is in words and figures following, to wit:

Petition.

UNITED STATES OF AMERICA,
State of Kansas, ss:

In the circuit court of the United States for the district of Kansas, June term, 1874.

JOHN H. D. BLOCK, PLAINTIFF,
against
THE BOARD OF COUNTY COMMISSIONERS OF the county of Bourbon, defendant.

Plaintiff states that he is a citizen and resident of the State of Missouri. That the defendant, the County of Bourbon, is a municipal corporation, duly organized as a county within the State of Kansas, and declared to be a body corporate and politic by the laws of the State of Kansas. That the defendant heretofore, to wit, on the first day of July, A. D. 1870, in consideration of a subscription to the capital stock of the Tebo and Neosho Railroad Company, a corporation duly organized under the laws of the State of Missouri, made, executed, and delivered to the Tebo and Neosho Railroad Company its certain writings obligatory, called "Stock bonds of Bourbon County," sealed with its
3 corporate seal, signed by the then chairman of its board of county commissioners, and attested by its clerk, to the number of one hundred and fifty, said bonds being numbered from one to one hundred and fifty; which said bonds were in form following, to wit:

No.] STATE OF KANSAS. [$1,000

Stock bond of Bourbon County.

Thirty years after date the County of Bourbon promise to pay to the Tebo and Neosho Railroad Company, a corporation organized by authority of the laws of the State of Missouri and by virtue of an act of incorporation passed by the legislature of the State aforesaid, and approved the 16th day of January, 1860, or bearer, the sum of one thousand dollars for value received, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the board of county commissioners of the county of Bourbon, Ka's, dated March 8th, 1867.

[SEAL.] D. GARDNER,
Chairman Board of County Commissioners, Bourbon County.

Attest:
C. FITCH, *Clerk.*

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That to each of said bonds there was attached interest-coupons, sixty in number, and numbered from one to sixty, in form following, to wit:

FORT SCOTT, KANSAS, *July 1st*, 1870.

Treasurer of Bourbon County will pay bearer thirty-five dollars, at the New York National Exchange Bank, in the city of New York,
4, 5 being semi-annual interest due on the day of , 18 , on the bond of the county of Bourbon, N'o , to the Tebo and Neosho Railroad Company, issued in pursuance of an order of the board of county commissioners of said county, dated March 8th, 1867.

D. GARDNER,
Chairman Bourbon Board of County Commissioners.

C. FITCH, *County Clerk.*

Plaintiff states that defendant was, by the laws of the State of Kansas, duly authorized to make said instruments of writing. That said instruments of writing, to wit, the said bonds of Bourbon County, were, in virtue and by authority of the laws of the State of Kansas, made and executed by the defendant, and delivered to the Tebo and Neosho Railroad Company.

Plaintiff states that the defendant received, in consideration of said bonds, an equivalent amount of the capital stock of the Tebo & Neosho Railroad Company, and afterwards sold same.

Plaintiff states that the said bonds and coupons thereto attached were, by the Tebo and Neosho Railroad Company, sold for value in open market, and that plaintiff holds each and every one of said instruments hereinafter specially pleaded, by virtue of the purchase of the same in open market for value.

Plaintiff states that the defendant, for the years 1871 & 1873, duly levied and collected the taxes requisite and necessary for the payment of the interest on said bonds for said years, and did pay the first three interest installments due and payable on said bonds as they became due and payable.

Plaintiff further states that each of the said bonds have been duly registered by the auditor of the State of Kansas, as provided by the laws of the State of Kansas.

6 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 131, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 131, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but the same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 131, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo and Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 131, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 131, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 131, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 131, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 131, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

7 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 132, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 132 for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 132, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty-years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 132, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 132, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York,

from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 132, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 132, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 132, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum thirty-five dollars, together with interest from the first day of January, 1874.

The plaintiff also states that on the first day of July, 1870, the defendant, by a certain writing obligatory, called "Stock bond of Bourbon County," No. 133, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place, as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 133, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 133, sealed with its corporate seal, signed by the chairman

of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 133, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 133, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 133, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 133, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 133, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is

the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

9 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 134, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 134, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 134, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 134, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 134, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each

for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 134, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County,' No. 134, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 134, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 135, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 135, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 135, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with

interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 135, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 135, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 135, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 135, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 135, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

11 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 136, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 136, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 136, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 136, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 136, sealed with its corporate seal, signed by the chairman of the board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 136, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 136, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 136, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

12 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 137, sealed with its corporate seal signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 137, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 137, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually

at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 137, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 137, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 137, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 137, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 137, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

13 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 138, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 138, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 138, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 138, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 138, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bonds, sixty in number, and numbered from one to sixty inclusive, and each of the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 138, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid

by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 138, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 138, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. The plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

14 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 139, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date

with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 139, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 139, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon county," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 139, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

15 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 140, sealed with its corporate seal, signed by

by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 138, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 138, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. The plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

14 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 139, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date

with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 139, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 139, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon county," No. 139, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 139, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

15 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 140, sealed with its corporate seal, signed by

the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 140, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 140, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by said defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 140, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 140, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 140, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 140, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 140, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

16 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain written obligatory, called "Stock bond of Bourbon County," No. 141, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 141, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 141, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of

January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 141, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond Bourbon County," No. 141, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 141, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writting obligatory, called "Stock bond of Bourbon County," No. 141, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 141, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

17 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 142, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand

dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 142, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for the sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 142, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 142, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 142, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 142, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed): wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 142, sealed with its corporate seal, signed by the chairman

of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 142, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

18 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 143, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 143, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 143, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 143, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of

thirty five dollars, together with interest from the first day of January 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 143, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 143, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 143, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 143, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

19 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 144, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first

days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 144, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asked judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 144, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 144, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bour- County," No. 144, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 144, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 144, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually,

at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 144, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

20 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County" No. 145, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 145, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 145, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 145, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 8173.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 145, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 145, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 145, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 145, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

21 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 146, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 146, for thirty-five

dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 146, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 146, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 146, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 146, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 146, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in

the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 146, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. The plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

22 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Burbon County," No. 147, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 4, of said bond No. 147, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but the same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 147, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 147, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1872.

The plaintiff also states that on the first day of July, 1870, the defend-

ant by its certain writing obligatory, called "Stock bond of Bourbon County," No. 147, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 147, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 147, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 147, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

23 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 148, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 148, for thirty-five

dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 148, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 148, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 148, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 148, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 148, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in

number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 148, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

24 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 149, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, wth interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 149, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant by its certain writing obligatory, called "Stock bond of Bourbon County," No. 149, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 149, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 149, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho

Railroad Company, or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 149, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 149, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 149, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

25 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 150, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 150, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 150, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 150, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 150, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 150, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 150, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 150, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

26 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 1, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 1, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 1, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 1, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 1, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable

semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 1, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 1, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 1, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

27 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 2, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 2, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 2, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 2, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plantiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 2, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 2, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 2, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 2, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

28 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 3, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 3, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 3, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 3, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 3, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-

annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 3, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 3, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 3, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

29 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 4, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 4, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 4, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 4, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment againt defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 4, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 4, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 4, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 4, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

30 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 5, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 5, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 5, sealed with its corporal seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 5, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 5, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its cl
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& Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-

annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 5 for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 5, sealed with its corporal seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 5, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

31 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 6, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 6, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 6, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 6, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 6, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 6, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 6, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January; 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 6, for thirty-five dollars, due and payable on the first day of January, 1874, was not

paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

32 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 7, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 7, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. The plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 7, sealed with its corporate seal, signed by the chairman of board its of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 7, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 7, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each

for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 7, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 7, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 7, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

33 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 8, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 8, for thirty five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 8, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk,

promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars (35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 8, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 8, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 8, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 8, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 8, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being here-

with filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

34 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 9, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 9, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 9, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 9, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 9, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each

for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 9, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 9, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 9, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

35 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 10, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 10, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 10, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk,

promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 10, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 10, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosha Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 10, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 10, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 10, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

36 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 11, sealed with its corporate seal, and signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 11, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 11, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 11, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 11, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the City of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for

the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 11, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 11, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 11, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

37 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 12, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 12, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 12, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars,

with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 12, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 12, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 12, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 12, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 12, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

38 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 13, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 13, for thirty five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 13, sealed with its corporate seal, signed by the chairman of its board of commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 13, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 13, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 13, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid

by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 13, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 13, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

39 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 14, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 14, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 14, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and

each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 14, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 14, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 14, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 14, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July of each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 14, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

49 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 15, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its

clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 15, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 15, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00)i payable on the first days of January, and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 15, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 15, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 15, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 15, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 15, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

41 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 16, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 16, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 16, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 16, for thirty

five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 16, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 16, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 16, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 16, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

42 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 17, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said

bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 17, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 17, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 17, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 17, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 17, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 17, sealed with its corporate seal, signed by the chair

man of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 17, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

43 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 18, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 18, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 18, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 18, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 18, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 18, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 18, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 18, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

44 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 19, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on

the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 19, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 19, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 19, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 19, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 19, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 19, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dol-

lars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 19, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

45 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 20, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 20 for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 20, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00) payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 20, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of

thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 20, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numberd from one to sixty inclusive, and each for the sum of thirty-five dollars ($35 00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 20, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 20, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 20, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

46 The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 21, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thrty-five dollars ($35.00), payable on the first

days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 21, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 21, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 21, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 21, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 21, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 21, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo

& Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 21, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore, plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

47 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 22, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 22, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 22, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 22, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of

thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 22, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 22, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 22, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 22, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

48 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 23, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of Jan-

nary and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 23, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 23, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 23, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 23, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 23, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 23, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho

Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 23, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

49 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 24, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 24, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 24, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 24, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

50 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 25, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond,

Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 23, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

49 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 24, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 24, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 24, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 24, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 24, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

50 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 25, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond,

sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 25, for thirty five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same still remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 25, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 25, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 26, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Nebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 26, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 27, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised,

thirty years after date, for value received, to pay to the Nebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 27, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

51 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 28, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 28, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 29, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 29, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is

the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 30, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 31, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 31, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 31, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

52 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 32, sealed with its corporal seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond

was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 32, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 32, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 32, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 32, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 32, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 32, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. , for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

53 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 33, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 33, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but the same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 33, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 33, of thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 33, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 33, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 33, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 33, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

54 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 34, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the

Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 34 for thirty-five-dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 34, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty-years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 34, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 34, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 34, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 34, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 34, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

55 The plaintiff also states that on the first day of July, 1870, the defendant, by a certain writing obligatory, called "Stock bond of Bourbon County," No. 35, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 35, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 35, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said

bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 35, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 35, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 35, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 35, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 35, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

56 The plaintiff also states that on the first day of July, 1870, the

defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 36, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 36, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 36, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 36, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 36, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 36, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 36, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 36, for thirty five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

57 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 37, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 37, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 37, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York,

from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 37, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 37, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 37, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 37, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 37, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

58 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 38, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 38, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 38, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 38, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 38, sealed with its corporate seal, signed by the chairman of the board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 38, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 38, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 38, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

59 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 39, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 39, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 39, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually

at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 39, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 39, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 39, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 39, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 39, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

60 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 40, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 40, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 40, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised. thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 40, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 40, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bonds, sixty in number, and numbered from one to sixty inclusive, and each of the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 40, for thirty-

five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 40, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 40, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

61 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 41, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 41, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 41, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date

with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 41, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 41, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 41, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon county," No. 41, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 41, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

62 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 42, sealed with its corporate seal, signed by

the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 42, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 140, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 42, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 42, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 42, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 42, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 42, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

63 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain written obligatory, called "Stock bond of Bourbon County," No. 43, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 43, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed.) Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 43, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of

January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 43, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 43, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 43, for thirty-five dollars. due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writting obligatory, called "Stock bond of Bourbon County," No. 43, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 43, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

64 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 44, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand

dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 44, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 44, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 44, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 44, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 44, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed): wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 44, sealed with its corporate seal, signed by the chairman

of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 44, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

65 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 45, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 45, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 45, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 45, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of

thirty five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 45, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 45, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 45, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 45, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

66 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 46, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first

days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 46, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asked judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 46, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 46, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bour- County," No. 46, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 46, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 46, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually,

at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 46, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

67 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County" No. 47, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 47, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 47, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 47, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 8173.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 47, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 47, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 47, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff [illegible] states that coupon No. 7 of said bond No. 47, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

68 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 48, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 48, for thirty-five

dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 48, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 48, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 48, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 48, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 48, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in

the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 48, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. The plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

69 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 49, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 49, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 49, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 49, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defend-

ant by its certain writing obligatory, called "Stock bond of Bourbon County," No. 49, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 49, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 49, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 49, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

70 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 50, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 50, for thirty-five

dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 50, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 50, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 50, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 50, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 50, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in

number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 50, for thirty five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

71 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 51, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 51, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant by its certain writing obligatory, called "Stock bond of Bourbon County," No. 149, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 51, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 51, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho

Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 51, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 51, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 51, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

72 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 52, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 52, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 52, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 52, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 52, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 52, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 52, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 52, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

73 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 53, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 53, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 53, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 53, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 53, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable

semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 53, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 53, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 53, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

74 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 54, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 54, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 54, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 54, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 54, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 54, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 54, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 54, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

75 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 55, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 55, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 55, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 55, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 55, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-

annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 55, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 55, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 55, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

76 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 56, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 56, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 56, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 56, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment againt defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 56, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 56, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 56, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 56, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

77 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 57, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 57, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 57, sealed with its corporal seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 57, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 57, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-

annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 57 for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 57, sealed with its corporal seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 57, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

78 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 58, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 58, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 58, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 58, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 58, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 58, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 58, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 58, for thirty-five dollars, due and payable on the first day of January, 1874, was not

paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

79 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 59, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 59, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 59, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 59, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 59, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each

for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 59, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 59, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 59, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

80 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 60, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 60, for thirty five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 60, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk,

promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars (35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 60, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing-obligatory, called "Stock bond of Bourbon County," No. 60, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 60, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

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Plaintiff also states that coupon No. 7, of said bond No. 60, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being here-

with filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

81 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. , sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. , for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. , sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. , for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. , sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and e: ch

for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. , for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. , sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. , for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

82 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 61, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 61, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 61, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk,

promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 61, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 61, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosha Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 61, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 61, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 61, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

83 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 62, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 62, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 62, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 62, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 62, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the City of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for

the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 62, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 62, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 62, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

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Plaintiff states that coupon No. 4, of said bond No. 63, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

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Plaintiff also states that coupon No. 5, of said bond No. 63, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 63, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

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Plaintiff states that coupon No. 4 of said bond No. 67, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

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Plaintiff states that coupon No. 4 of said bond No. 68, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

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Plaintiff also states that coupon No. 7 of said bond No. 68, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

90 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 69, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 69, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 69, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 69, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 69, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 69, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 69, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 69, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

91 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 70, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on

the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 70, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 70, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 70, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 70, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 70, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 70, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dol-

lars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 70, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

92 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 71, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 71 for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 71, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00) payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 71, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of

thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 71, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numberd from one to sixty inclusive, and each for the sum of thirty-five dollars ($35 00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 71, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 71, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 71, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

93 The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 72, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thrty-five dollars ($35.00), payable on the first

days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 72, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 72, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 72, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 72, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 72, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that, on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 72, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo

& Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 72, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore, plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

94 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 73, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 73, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 73, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 73, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of

thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 73, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 73, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 73, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 73, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

95 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 74, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of Jan-

uary and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 74, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 74, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 74, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 74, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 74, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 74, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho

Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 74, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

96 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 75, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 75, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 75, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 75, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 75, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 75, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 75, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 75, for thirty five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

97 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 76, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond,

sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 76, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same still remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 76, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 76, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 76, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 76, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 76, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised,

thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 76, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

98 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 77, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 77, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 77, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 77, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is

the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 77, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 77, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 77, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 77, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

99 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 78, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond

was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 78, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 78, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 78, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 78, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 78, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 78, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 78, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

100 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 79, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 79, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 79, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 79, of thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 79, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 79, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 79, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 79, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

101 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 80, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the

Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 80 for thirty-five-dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 80, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty-years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 80, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 80, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 80, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 80, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 80, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

102 The plaintiff also states that on the first day of July, 1870, the defendant, by a certain writing obligatory, called "Stock bond of Bourbon County," No. 81, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 81, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 81, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said

bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 81, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock Bond of Bourbon County," No. 81, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 81, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 81, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 81, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

103 The plaintiff also states that on the first day of July, 1870, the

defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 82, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 82, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 82, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 82, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 82, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 82, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 82, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 82, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

104 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 83, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 83, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 83, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York,

from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 83, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 83, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 83, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 83, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 83, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

105 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 84, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 84, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 84, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 84, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 84, sealed with its corporate seal, signed by the chairman of the board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 84, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 84, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 84, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

106 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 85, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 85, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 85, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually

at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 85, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 85, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 85, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 85, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 85, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

107 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 86, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 86, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 86, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 86, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 86, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bonds, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 86, for thirty-

five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 86, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 86, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

108 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 87, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 87, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 87, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date

with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 87, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 87, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 87, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon county," No. 87, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 87, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

109 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 88, sealed with its corporate seal, signed by

the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 88, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 88, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 88, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 88, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 88, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed).

Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 88, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 88, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

110 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 89, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 89, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 89, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of

January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 89, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 89, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company, or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 89, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 89, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 89, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

111 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 90, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand

dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 90, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 90, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 90, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 90, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No 90, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 90, sealed with its corporate seal, signed by the chairman

of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 90, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

112 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 91, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 91, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 91, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 91, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of

thirty five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 91, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 91, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 91, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 91, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed); wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

113 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 92, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first

days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 92, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asked judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 92, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 92, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bour- County," No. 92, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 92, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 92, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi annually,

at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 92, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

114 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County" No. 93, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 93, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 93, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 93, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 8173.

The plaintiff also states that on the first day of July, 1870, the defend-

ant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 93, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 93, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 93, sealed with its corporate seal, signed by the chairman of its board of county commissioners and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed by defendant interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 93, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

115 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 94, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 94, for thirty-five

dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 94, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 94, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 94, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 94, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 94, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in

the city of New York, from and after the first day of January, 1871; that to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 94, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. The plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

116 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 95, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 95, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 95, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 95, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defend-

ant by its certain writing obligatory, called "Stock bond of Bourbon County," No. 95, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 95, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 95, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty, inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 95, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

117 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 96, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4 of said bond No. 96, for thirty-five

dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 96, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5 of said bond No. 96, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 96, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6 of said bond No. 96, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 96, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in

number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 96, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

118 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 97, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 97, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant by its certain writing obligatory, called "Stock bond of Bourbon County," No. 97, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 97, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid; that plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 97, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho

Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 97, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 97, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No 97, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

119 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 98, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No 98, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 98, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 98, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 98, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer, the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 98, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 98, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 98, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

120 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 99, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 99, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 99, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at the same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 99, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 99, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable

semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 99, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 99, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest-coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7, of said bond No. 99, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

121 The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 100, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff states that coupon No. 4, of said bond No. 100, for thirty-five dollars, due and payable on the first day of July, 1872, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1872.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 100, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 5, of said bond No. 100, for thirty-five dollars, due and payable on the first day of January, 1873, was not paid by defendant, but same remains due and unpaid. That plantiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 100, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 6, of said bond No. 100, for thirty-five dollars, due and payable on the first day of July, 1873, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of July, 1873.

The plaintiff also states that on the first day of July, 1870, the defendant, by its certain writing obligatory, called "Stock bond of Bourbon County," No. 100, sealed with its corporate seal, signed by the chairman of its board of county commissioners, and attested by its clerk, promised, thirty years after date, for value received, to pay to the Tebo & Neosho Railroad Company or bearer the sum of one thousand dollars, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to said bond was annexed, by defendant, interest coupons of even date with said bond, sixty in number, and numbered from one to sixty inclusive, and each for the sum of thirty-five dollars ($35.00), payable on the first days of January and July in each year, and payable at same place as the principal bond.

Plaintiff also states that coupon No. 7 of said bond No. 100, for thirty-five dollars, due and payable on the first day of January, 1874, was not paid by defendant, but same remains due and unpaid. That plaintiff is the bearer and holder of said coupon (the same being herewith filed). Wherefore plaintiff asks judgment against defendant for said sum of thirty-five dollars, together with interest from the first day of January, 1874.

122 Plaintiff states that by reason of the several causes of action above set forth the defendant was justly indebted to plaintiff, on the 1st day of July 1872, in the sum of $4,200; the 1st day of Jan'y, 1873, in the sum of $4,200; the 1st day of July, 1873, in the sum of $4,200; and on the 1st day of Jan'y, 1874, in the sum of $4,200, making an aggregate indebtedness of sixteen thousand eight hundred dollars, for which plaintiff asks judgment against the defendant, together with interest on $4,200 from July 1st, 1872, on $4,200 from Jan'y 1st, 1873, on $4,200 from July 1st, 1873, and on $4,200 from Jan'y 1st, 1874, together with damages and proper costs.

JOHN D. STEVENSON,
JOHN W. NOBLE,
J. P. USHER,
Att'ys for Pl'ff.

(Endorsed:) No. 975. John H. D. Block vs. Bourbon County. Petition. Filed March 17th, 1874. A. S. Thomas, clerk.

Security for costs.

In the circuit court of the United States for the district of Kansas.

JOHN H. D. BLOCK
v.
BOURBON COUNTY.

I enter myself security for costs in said case, and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court. And in default of payment by the plaintiff of any costs ordered or adjudged to be paid by him, I hereby agree and stipulate that execution may issue against my property for any costs taxed against him.

123 Dated this 17th day of March, 1874.

JNO. P. DEVEREUX.

(Endorsed:) No. 975. John H. D. Block vs. Bourbon County. Security for costs. Filed March 17, 1874. A. S. Thomas, clerk.

And on this day, to wit, March 18th, 1874, the clerk of said court issued a writ of summons for the defendant in said entitled cause, which said writ of summons, with the endorsements and marshal's return thereon, is in the words and figures following, to wit:

Summons.

Circuit court of the United States of America, district of Kansas.

The United States of America to the marshal of the district of Kansas, greeting:

You are hereby commanded to notify the County of Bourbon, in the State of Kansas, that it has been sued by John H. D. Block, in the circuit court of the United States for the district of Kansas, and that unless it answers by the 17th day of April, A. D. 1874, the petition of the said John H. D. Block against it, filed in the clerk's office of the

said court, such petition will be taken as true and judgment rendered accordingly.

You will make due return of this writ on the 28th day of March, A. D. 1874.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 18th day of March, A. D. 1874.

[SEAL.] A. S. THOMAS,
Clerk.

(Endorsed:) Suit brought for the recovery of money. Amount
124 claimed, $16,800.00, with interest from the 1st day of July, A. D. 1872, at the rate of per cent. per annum on $4,200; from Jan'y 1st, 1873, on $4,200; from July 1st, 1873, on $4,200; from Jan'y 1st, 1874, on $4,200; together with damages and proper costs. Stevenson, Noble & Usher, attorneys for plaintiff. No. 975. Circuit court of the United States, district of Kansas. John H. D. Block vs. Bourbon County. Summons issued M'ch 18, 1874; returnable M'ch 28, 1874. Stevenson, Noble & Usher, attorneys for plaintiff.

U. S. marshal's return.

DISTRICT OF KANSAS, *ss:*

Rec'd the within writ March 18th, 1874, and for return of same I certify that I served the same at Bourbon County, Kansas, March 23rd, 1874, by delivering to Benjamin R. Wood, chairman of the board of county commissioners of Bourbon County, Kansas, and to James H. Brown, clerk of the board of county commissioners of Bourbon County, Kansas, each a certified copy of the original summons, with all the endorsements thereon.

W. S. TOUGH,
U. S. Marshal,
By C. H. HALLETT,
Deputy.

Marshal's fees:

For service of writ	$4 00
" travel, 200 miles, @ 6c	12 00
	16 00

Filed March 26th, A. D. 1874. A. S. Thomas, clerk.

125, 126 And on this day, to wit, the defendant, by its attorneys, filed in the clerk's office of said court its answer in said entitled case, which said answer, with the endorsements thereon, is in the words and figures following, to wit:

Answer.

UNITED STATES OF AMERICA,
District of Kansas, ss:

In the circuit court of the United States for the district of Kansas, eighth circuit.

JOHN H. BLOCK, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Bourbon, defendant. } Answer.

FIRST DEFENCE. The defendant denies each and every allegation contained in the plaintiff's petition.

SECOND DEFENCE. The defendant denies that the County of Bourbon, by the county commissioners, ever made any order submitting to the electors of said county the question of subscribing one hundred and fifty thousand dollars or any other amount to the capital stock of the said Tebo and Neosho Railroad Company, and it avers that no vote of the electors of Bourbon County was ever taken or had upon the question of subscribing stock or issuing bonds to the said railroad company at any time before or since it is pretended that the said bonds were issued,

127 and that the County Commissioners of Bourbon County were never authorized to issue said bonds mentioned in the plaintiff's petition, and that they had no power or authority to issue the same.

The defendant denies that said bonds were issued by the authority of law, it denies that the said D. Gardner was chairman of the board of county commissioners of said county at the time said bonds were signed; it denies that the plaintiff purchased said bonds and coupons, or any or either of them, in open market for value.

And said defendant further avers and alleges that the said order of the Board of County Commissioners of Bourbon County, made March 8th, A. D. 1867, referred to in the recital of the said bonds, is in words and figures as follows, to wit: "Railroad election, see docket March the 8th, 1867," and this is all the entry made upon said journal of the board of the said county commissioners of that date; and the defendant avers that the said board of county commissioners were not in session on that day; that said day was not a part of any regular meeting or term of said board, and the said board were not in session and had not been convened on that day by any call for a special meeting of said board. That upon a small memorandum book found in the county clerk's office, referred to in said entry upon said journal, is found in pencil marks the following order, to wit:

"FORT SCOTT, *March the 8th*, 1867.

"Board met pursuant to ajournment, present full board.

128 "Ordered that an election be called on the first Monday in May, 1867, for the purpose of submitting the question of voting one hundred and fifty thousand dollars to any railroad running east to connect with the Tebo and Neosho Railroad, as per order published."

That said Tebo and Neosho Railroad was incorporated under the laws of Missouri, and did not and could not run east from Fort Scott or Bourbon County, but was to be built southwesterly from Sedalia, Missouri, down thro' the western tier of counties in Missouri to the south line of the State of Missouri; that no "order" in respect to such election had then been published.

And the defendant avers that under said order there was an election held on the first Tuesday in May, 1867, and said proposition was defeated and rejected by the election of the said county, and that said proposition was never before or after submitted to the electors of Bourbon County.

And the defendant further avers that there were, at the time of said election, ten townships and voting places in said county of Bourbon, namely, Freedom, Timber Hill, Marion, Marmaton, Scott, Drywood, Pawnee, Osage, Franklin, and Walnut Township is in the extreme southwestern part of the county, and the people of that township were known to be nearly unanimous against voting to take stock in any railroad company, and no notice of such election was ever posted up in said Walnut Township, and no election on this question was ever held in said township.

And the defendant avers that on said day there was an election held in each of the other said townships, and the judges of said election, whose duty it was under the law to canvass the said votes cast at said
129 election in the said several townships, did canvass the same and proclaim the result, and by such canvass and proclamation, and in fact, it appeared that the said proposition so submitted was defeated and lost by a majority against it of over one hundred votes of the legal voters at said election. That there was no meeting of the county commissioners of the said county after said election until the 10th day of May, A. D. 1867, next after said election, but before said meeting notice of the result of said election had been received by county commissioners, and each of them, but as the high water and rains had prevented the poll-books of Osage Township and Franklin Township from being sent to the county clerk's office, and by throwing these two townships out, there would appear a majority for the proposition submitted at said election, the said board agreed among themselves that they would meet and proclaim the result in favor of said proposition, and then if any railroad company would agree to accept the bonds and build the road, they would re-submit the question to the electors of said county. After they had met and commenced entering their statement upon the journal of the court, a messenger came with the poll-books from Osage Township. The vote stood there fifty-five against the bonds and eight for them. This reduced the majority in township they had to twenty-six for the bonds, and as they knew the vote in Franklin Towns'ip stood one hundred and twenty-six majority against said bonds, they immediately adjourned without signing said statement, and left town so they could not be found any more that day.

And the defendant avers that after the said meeting adjourned,
130 and after the clerk had written up the minutes thereof, some person to the defendant unknown forged and interlined the following words in said certificate: "It is also hereby further certified that there was no evidence of any election having been held in the township of Walnut and Franklin;" said forged interlineation was not made until after said board had adjourned.

The defendant avers that it never subscribed for any stock in the said Tebo and Neosho Railroad Company, and no stock was ever issued by said railroad company to this defendant.

And the defendant further avers that on the same day of the said meeting of the said board of county commissioners, and immediately after the said commissioners left the court-house, the poll-books and returns from said Franklin Township were bro't into the county clerk's office, and were received by the said clerk and by him put with the other poll-books from the other townships and were filed away by the clerk in the vault of his office with the returns of the said election, where they remained until the 3d day of June, 1872, and until a new board of commissioners came into office, when they were opened and counted by said commissioners and county clerk; said poll-books and returns were in proper form, and showed a majority of over one hundred and twenty-six against said subscription and against said proposition; and that the said bonds have never been registered in *in* the office of the auditor of the State of Kansas.

The defendant further avers that at the first meeting of the board of county commissioners after the said 10th day of May, 1867, they were informed that the poll-books from said Franklin Township were
131 in the office of the said county clerk, and said commissioners declined to open or count the votes.

And the defendant further avers that said proposition was never thereafter, submitted to the voters of Bourbon County, and the sole and only authority for issuing said bonds is contained in the foregoing proceedings and election, and that it is under the pretended authority of this election, and none other, that said bonds were issued to the said Tebo and Neosho Railroad Company.

And the defendant, for a further defence to that portion of the plaintiff's petition wherein judgment is claimed upon the coupons attached to said bonds, numbered from one to one hundred consecutively, avers and states that on the 21st day of January, 1873, one William J. Lewis was and still is the owner of each of said bonds and coupons thereto attached; and that since said judgment said Lewis has pretended to transfer said bonds to the plaintiff, but is still the real owner thereof; that on that day said coupons, two hundred in number, numbered four and five, attached to each of said bonds, from one to one hundred, were past due and unpaid; that upon that day the said William J. Lewis commenced original proceedings in the supreme court of the State of Kansas, which had jurisdiction of the parties and subject-matter in said proceedings, to enforce the collection of the said coupons, and also coupons numbered six upon said bonds, one hundred in number, which matured while said cause was pending in the said court; and in the said cause and proceedings the said court held and decided that the said bonds and coupons were null and void, and that the county commissioners
132 of Bourbon County had no power or authority to issue said bonds.

And the defendant here brings into court a certified copy of the proceedings and judgment in the said cause, and pleads the same in bar of this action upon the said coupons. A certified copy of the proceedings in said cause and the judgment therein are hereunto attached and marked "Exhibit A" and made a part of this answer.

And the defendant avers that the plaintiff had full notice of all the facts herein set forth before he purchased or came into the possession of any of the said bonds mentioned in plaintiff's petition, or the coupons or either of them.

Wherefore the defendant prays the judgment of this court that the plaintiff ought not to have and maintain his said action.

McCOMAS & McKEIGHAN,
Def't's Att'ys.

EXHIBIT A.

Pleas had before the supreme court of the State of Kansas, at a regular session of said court, begun and held in the court-room in the city of Topeka, in said State, on and from the 1st day of July, A. D. 1873.

Present in attendance at said court Hon. Samuel A. Kingman, chief justice, Hon. Daniel M. Valentine, and Hon. David J. Brewer,
133 associate justices, and A. Hammatt esq're, clerk.

Among other proceedings had therein the following were had, to wit:

Be it remembered that heretofore, to wit, on the 21st day of January, A. D. 1873, William J. Lewis filed his certain motion for an alternative writ of mandamus:

Mandamus.

Supreme court.

STATE OF KANSAS, *ss:*

WILLIAM G. LEWIS, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Bourbon County, Kansas, et al.

This cause came on to be heard on motion of John D. Stevenson, esq're, counsel for plaintiff, supported by affidavits for an alternative writ of mandamus against the said defendants. Whereupon it is ordered that an alternative writ of mandamus issue therein and that the same be made returnable to this court on the 4th February next.

And thereupon, to wit, on the 21st day of January, 1873, there was issued out of said supreme court an alternative writ of mandamus in said case, which said writ, together with the endorsements of the allowance and the return thereof by said defendants, is in words and figures as follows, to wit:

134 In the supreme court of the State of Kansas, January term, A. D. 1873.

STATE OF KANSAS,
City of Topeka, ss:

WILLIAM J. LEWIS, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Bourbon County, and James H. Brown, clerk of Bourbon County, defendants.

The State of Kansas to the Board of County Commissioners of the County of Bourbon, and James H. Brown, clerk of the County of Bourbon:

Whereas it has been suggested to us that the county of Bourbon, a corporation duly organized under the laws of the State of Kansas, on the first day of July, 1870, made its certain instruments in writing called "Stock bonds of Bourbon County," one hundred in number, and numbered from one to one hundred, whereby said county of Bourbon promised by each of said bonds to pay to the Tebo and Neosho Railroad Company or bearer the sum of one thousand dollars for value received, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871. That to each of said bonds the said county of Bourbon attached its certain instruments in writing commonly called coupons, sixty in number, dated July first, 1870, whereby the said county of Bourbon promised, on the first

135 **days of January and July, alternately, in each and every year from the year 1870 to the year 1900, inclusive, to pay to the bearer of each and every one of said coupons, as the same respectively became due, the sum of thirty-five dollars, at the New York National Exchange Bank, in the city of New York, which said bonds, with the coupons thereto attached, are in the form, words, and figures following, to wit:**

UNITED STATES OF AMERICA.

No. .] STATE OF KANSAS. [$1,000.

Stock bond of Bourbon County.

Thirty years after date the county of Bourbon promise to pay to the Tebo and Neosho Railroad Company, a corporation organized by authority of the laws of the State of Missouri, and by virtue of an act of incorporation passed by the legislature of the State aforesaid, and approved the 1st day of January, 1860, or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the Board of Commissioners of the County of Bourbon, Kansas, dated March 8th, 1867.

D. GARDNER,
Chairman Board of County Commissioners, Bourbon County.
[SEAL.] C. FITCH, *Clerk.*

136 That each and every one of said bonds were of similar form, words, and figures, with the exception of the number of each of said bonds, the said bonds being numbered respectively from one to one hundred. That the coupons attached to said bonds are in form, words, and figures following to wit:

FORT SCOTT, *July 1st*, 1870.

Treasurer Bourbon County will pay to bearer thirty-five dollars, at the New York National Exchange Bank, in the city of New York, being semi-annual interest due on the first day of , 18 , on the bond of the county of Bourbon, No. , to the Tebo and Neosho Railroad Company, issued in pursuance of the order of the board of county commissioners of said county, dated March 8th, 1867.

D. GARDNER,
Chairman Bourbon County Board of Commissioners.
C. FITCH, *Clerk.*

That each and every one of said coupons attached to each and every one of the said bonds are of like form, words, and figures, with the No. of the bond to which said coupon' are attached expressed on the face thereof, and the month and year when the same is due and payable in like manner expressed on the face thereof. That William J. Lewis, petitioner, a citizen of the State of Missouri, is the owner, holder, and bearer of every one of said bonds, one hundred in number, and numbered from one to one hundred, together with the coupons attached to same, and is the owner, holder, and bearer of the one hundred coupons due and payable on the 1st day of *of* July, 1872, detached from
137 said bonds. That said coupons due and payable on the first day of July, 1872, are due and unpaid; that the Board of County Commissioners of the County of Bourbon caused a tax to be levied on the taxable property in said county of Bourbon to pay the interest on said bonds held and owned by William J. Lewis as the same are above described for the year 1872, and caused said tax to be collected, and the said tax was duly collected and paid into the county

treasury of the county of Bourbon; that the said tax so collected was ample and sufficient to pay the coupons of said county of Bourbon maturing and due and payable in the year 1872; that said Board of County Commissioners of the County of Bourbon caused the coupons of said county of Bourbon, maturing, due, and payable on the first day of January, 1872, to be paid; that said board of county commissioners of said county of Bourbon, when said coupons held and owned by a petitioner, William J. Lewis, and of which said William J. Lewis was the bearer, due and payable on the 1st day of July, 1872, became due and payable, failed, neglected, and refused to cause said coupons to be paid as it was their duty by law to do, there being in the county treasury ample monies collected for that purpose to pay the full amount of said coupons, the same amounting to the sum of three thousand five hundred dollars; that, on the contrary, said Board of County Commissioners of Bourbon County ordered the treasurer of said Bourbon County not to pay said coupons; all of which actings and doings of said Board of County Commissioners of Bourbon County were without warrant and authority of law, in clear violation of the laws of the State of Kansas, and a
138 plain, palpable, and willful neglect of duty which said laws required them to do and perform.

It is also represented to us that since the maturity of the coupons of said county of Bourbon, due and payable on the first day of July, 1873, interest hath accrued thereon at the rate of six per cent. per annum from said first day of July, 1872.

It is further represented to us that all the bonds herein described owned and held by and of which William J. Lewis, petitioner, is bearer, made by the county of Bourbon, as hereinbefore set forth, amounting to one hundred in number, and each being for the sum of one thousand dollars, were duly registered in accordance with the provisions of an act entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvements and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2, 1872; that the auditor of the State of Kansas, in pursuance of the requirements of the 16th section of said act, did, on the 15th day of August, 1872, ascertain, before the tax for the year 1873 was levied and before the same could be collected in and for the county of Bourbon aforesaid, the amount of interest that would accrue upon the bonds of the said William J. Lewis, petitioner, as the same *on* above described, for the year 1873, said accruing interest amounting to the sum of seven thousand dollars, and that the said auditor of the State of Kansas did certify the amount thereof to the clerk of the county of Bourbon aforesaid, said clerk being James H. Brown, specially
139 setting forth the amount thus due and that the same was due from the county of Bourbon; that said certificate was duly received by the said James H. Brown, clerk of said Bourbon County; that the said James H. Brown, clerk of said Bourbon County, by section 17 of the above-recited act, upon the receipt of the certified statement from the auditor of the State of Kansas, as above set forth, was in the discharge of his duty as clerk of said county of Bourbon, required by law to ascertain from the assessment-roll of said county of Bourbon the amount of taxable property in said county of Bourbon and what percentage was required to be levied thereon to pay the interest in compliance with the certificate of auditor of State of Kansas, and when so ascertained to levy such percentage upon the taxable property of said

county of Bourbon; that the said James H. Brown, clerk of said Bourbon County aforesaid, in utter disregard of his duty and the requirements of the act above recited, failed and refused to ascertain the amount of the taxable property in said county of Bourbon, and failed and refused to ascertain what percentage was required to be levied thereon to pay the interest in compliance with the certificate of the auditor of the State of Kansas, and failed and refused to levy the percentage upon the taxable property of the county of Bourbon requisite to pay the interest upon the bonds of the county of Bourbon as certified by the auditor of the State of Kansas, and wholly neglected, failed, and refused to discharge his duties as clerk of said Bourbon County as required so to do by the laws of the State of Kansas; that by the refusal and neglect of said James H. Brown, clerk of the county of Bourbon, to discharge his duty as such clerk there has been no provision made as required by law to provide the necessary funds to promptly pay
140 the coupons attached to the bonds of Bourbon County held and owned by petitioner, William J. Lewis, for the interest which accrues and will become due and payable for the year 1873.

It is further represented to us that the petitioner, William J. Lewis, is without adequate remedy in the premises in the ordinary court of law to compel the Board of County Commissioners of the County of Bourbon and James H. Brown, clerk of the county of Bourbon, to discharge their several duties as required by law, unless it be afforded by the interposition of this court by their writ of mandamus.

Now, therefore, we, being willing that full and speedy justice should be done in the premises, do command you, the said Board of County Commissioners of the County of Bourbon, in the State of Kansas, that immediately upon receipt of this writ that you do cause the coupons of the bonds of the county of Bourbon, one hundred in number, each being for the sum of thirty-five dollars, due and payable on the 1st day of July, 1872, together with interest thereon at the rate of six per cent. per annum, to be paid to the said William J. Lewis, the petitioner, and that you, James H. Brown, clerk of the county of Bourbon, in the State of Kansas, immediately upon receipt of this writ, proceed to ascertain from the assessment-roll of the county of Bourbon the amount of taxable property in said county of Bourbon, and what percentage is required thereon to pay the interest on the one hundred bonds of the county of Bourbon, each of said bonds being for the sum of one thousand dollars, payable to the Tebo and Neosho Railroad Company or bearer, and dated July 1, 1870, and numbered from one to one hundred inclu-
141 sive, which said interest is due and payable on the first days of January and July, 1873, and when said percentage is ascertained you will levy such percentage upon the taxable property of the county of Bourbon, and you will place the same upon the tax-roll of said county of Bourbon, or that you, the Board of Commissioners of the County of Bourbon, and you, James H. Brown, clerk of the county of Bourbon, appear before the judges of the supreme court of the State of Kansas, at their court-room in the city of Topeka, in the State of Kansas, on Tuesday, February the fourth, 1878, and then and there show cause why you refuse so to do, and that you have then and there this writ with your return thereon.

Witness my hand and the seal of the supreme court of the State of Kansas, at the court-room in the city of Topeka, affixed on this 21 day January, A. D. 1873.

[SEAL.]

A. HAMMATT,
Clerk Supreme Court.

Supreme court.

STATE OF KANSAS, *ss:*

This writ is allowed this January 21, 1873, by order of the supreme court.

S. A. KINGMAN,
Chief Justice.

Return.

The within-named defendants, by their attorneys, McComas and McKeighan, appearing for said defendants, and return this writ into the supreme court and refer for cause for not complying with the command thereof to their answer hereto herewith filed.

Dated this 4th day of February, 1873.

142 McCOMAS AND McKEIGHAN,
Attorneys for Respondents.

And thereafterwards, to wit, on the 4th day of February, 1873, said defendants filed their answer to the foregoing alternative writ of mandamus in said case, which said answer is in words and figures as follows, to wit:

Answer.

In the supreme court of the State of Kansas.

WILLIAM J. LEWIS, PLAINTIFF,
vs.
THE COUNTY COMMISSIONERS OF BOURBON County and JAMES H. BROWN, county clerk of Bourbon County, respondents.

Now the said respondents, and each of them, come and separately answer the said alternative writ of mandamus herein, and say it is true that the relator or complainant herein holds an instrument of writing signed by the Commissioners of Bourbon County, a copy of which is set forth in this writ, but the respondents deny that the said complainant is an innocent holder of the same for value, but they aver that said complainant took said bonds and each of them with full notice of all the facts hereinafter set forth.

And respondents aver and allege that no petition was ever presented to the Board of County Commissioners of Bourbon County, signed by any number of electors of said county, requesting the said board to submit a proposition to the voters of said county to subscribe stock in the Tebo and Neosho Railroad Company, or to issue bonds to said company
143 to the amount of one hundred thousand dollars, or in any amount whatever.

The said respondents further aver and state that the County Commissioners of Bourbon County never made an order directing the submission to the voters of said county of a proposition to subscribe stock in or issue bonds to the said Tebo and Neosho R. R. Company in any sum or amount whatever, and that the electors of Bourbon County never voted either pro or con upon any such a proposition. That the said one hundred bonds claimed to be owned by the said complainant never was voted upon by said electors.

2d. And for a second further defence to said alternative writ of mandamus the respondents aver and allege that on the 8th day of March,

1867, the day and time mentioned in said bond, there appears an entry upon the journal in which is kept and recorded the orders and proceedings of the Board of County Commissioners of Bourbon County a memorandum of which the following is an exact copy: "R. R. election, see docket March 8th, 1867." And this is all the entry made on the journal of that day in respect to that election. That upon a small book in said office, which the clerk kept for a memoranda or docket of the business before the board, appears in pencil the following order, of which this is a verbatim copy:

"FORT SCOTT, *March 8th*, 1867.

"Board met pursuant to adjournment *to adjournment*. Present, full board.

"Ordered that an election be called on the first Tuesday in May, 1867, for the purpose of submitting the question of voting one hundred and fifty thousand dollars to any railroad running east to connect
144 with the Tebo and Neosho R. R., as per order published."

And the respondents charge and aver that there was no other made on said day by said board upon the subject of voting bonds to or taking stock in any railroad company.

And the respondents aver that on the first Tuesday of May, 1867, there was an election held in said county at which there was submitted to the electors of said county a proposition to vote one hundred and fifty thousand dollars to the said railroad company mentioned in said order hereinbefore set forth, and the respondents aver that at such election the said proposition was defeated and a majority of the voters of said county of over one hundred voting at said election voted against the said proposition, and the same was lost and defeated; and respondents further aver that early Friday morning following said election two of the then county commissioners met together before the returns from all the townships had been received at the county clerk's office, made a partial canvass of said vote, which appears upon the record of said commissioners in exactly the following language and form:

"FORT SCOTT, *May 10th*, 1867.

"Board met pursuant to adjournment. Present, A. C. Bremin and C. W. Johnson, com.

And J. S. Emert, clerk, proceeded to canvass vote with the following result:

	For railroad bonds.	Against.
Freedom Township	3	94
Timberhill "	4	140
Marion "	14	74
Marmaton "	20	49
Scott Township	411	7
145 Drywood "	8	7
Pawnee "	00	16
Osage Township	8	*55
Total	468	*387
	442	442
Majority	26	

And it was declared that there was a majority of twenty-six votes cast for the railroad bonds. It is also hereby further certified that there was

* Erased in the original.—PRINTER.

no evidence of any election having been held in the townships of Franklin and Walnut.

And the respondents aver that this record and canvass was made before the said commissioners canvassed the vote of Osage Township, but after they had made said canvass and while they were yet in the room, but after they had pretended to adjourn, one of the judges of the election at Osage Township brought in the poll-books and returns from that election and demanded that the said vote should be counted and canvassed; the commissioners thereupon opened said poll-book and found that the vote was for the bonds, 8; against them, 55; Osage Township was then written above the words "Total," the figure 8 interlined opposite in the column of votes for the bonds, and 55 in the other column. The postage of said columns and the majority in said certificate was then erased, altered, and changed in exactly the manner above herein set forth, the said erasures being exact copies of the said record; and the respondent states that immediately after accomplishing said pretended canvass the two members who conducted the same de-

146 clared the board adjourned and left town without signing the same. That shortly after the said adjournment, on the same day, the poll-books and return of said election in Franklin Township were brought into the county clerk's office and were put with the other poll-books and returns of said election and filed away in the office of the county clerk, where they have remained until this day; and the respondents aver that since the present board of county commissioners came into office, being informed of the foregoing facts in respect to the said poll-books and returns from Franklin Township, they opened and canvassed the same, and said poll-books and returns were in due and proper form and showed that over one hundred and twenty-six majority in said township of Franklin voted against said proposition and against said bonds.

And respondents aver that the election in Franklin Township was held in all respects according to law, and that each elector who voted against said bonds in said township was a legal voter at that time and place; and respondents further allege that they are informed and believe that no notice of said election was ever given in Walnut Township, and that no vote or election was held or had in that township on the 1 Tuesday in May, 1867, upon said proposition.

And the said respondents, further answering, say that after the said canvass made May 10, 1867, no other proceedings were had in regard to said vote or proceedings by the said commissioners until the 23rd day of July, 1869, as appears from the records of the board of county commissioners, when the following proceedings were had, as appears upon the said record.

147 Application being made to the board by the officers and directors of the Tebo and Neosh' Railroad Company to subscribe stock to said company to the amount of one hundred and fifty thousand dollars in pursuance of the railroad election held May 7, 1867, the board upon mature consideration decided that it was not advisable to make such subscription at the present time. It is, however, further considered by the board that the following order be made in the premises:

"Be it ordered by the county commissioners of the county of Bourbon and State of Kansas, that there be subscribed in the name and for the benefit of the county of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any R. R. company now organized that shall construct a railroad commencing at the city of

Fort Scott, in the county and State aforesaid, and running from thence west, north of the Marmaton River, on the most practicable route in the general direction of Humboldt, Allen County, and that the bonds of the said county (of Bourbon) be issued to said company in payment of the said stock. Provided, said bonds shall not be issued until the question of issuing them shall be submitted to a vote of the qualified electors of Bourbon County, and shall have received a majority *and shall have received a majority* of the votes cast upon said proposition; and provided that said proposition shall be submitted to a special election to *the* held on the 24th day of August, 1869.

"At the said election votes shall be cast for said railroad bonds and against said railroad bonds, and if it shall appear upon a canvass
148 of said votes that a majority of the votes cast upon said proposition are in favor of said bonds, then the above order shall be carried into practical operation by the issuing of said bonds to the said company whenever the county commissioners of Bourbon County are satisfied that the bonds herein provided for, with the other resources of the company, shall be sufficient and adequate to the construction of the road-bed, ready for the iron, from the city of Fort Scott to the west line of the county of Bourbon.

"And whereas some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, 1867, to the Tebo and Neosho R. R.; and whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th day of May, 1867, will be generally satisfactory to the people of Bourbon County: it is therefore provided that the decision of this question by the qualified voters of said county shall also be a decision in favor of the former subscription of May 7th, 1867, being made to the Tebo and Neosho R. R."

And respondents, further answering, say that on 24th day of August, 1869, there was a special election held in said county in which the people voted for and against bonds to said R. R. to run west from Fort Scott in the general direction of Humboldt, Allen County, Kansas, which resulted in favor of said bonds; that after this election was held there was organized a railroad company under the general laws of Kansas called The Fort Scott and Allen County Railroad Company; that said company is now engaged in the work of constructing a railroad
149 from Fort Scott west to the town of Humboldt, in Allen County, Kansas; and that the said commissioners have subscribed the one hundred and fifty thousand dollars to the capital stock of said R. R. company in pursuance of the said election of the 24th day of August, 1869.

And respondents further say that after the said election of August, 1869, the said commissioners, without any authority in law, appointed one W. A. Shannon by an order of the board to go to Sedalia, in the State of Missouri, and subscribe one hundred and fifty thousand dollars to the capital stock of the Tebo and Neosho R. R.; and respondents say that the stock for which the bonds of the relator were issued was subscribed by said William A. Shannon at the city of Sedalia, Missouri, all of which is shown by the records of the said county commissioners before and at the time said bonds were issued.

The respondents further aver that there was no other action or proceeding had by said board in regard to subscribing stock in and issuing bonds to the said Tebo and Neosho R. R. until the 2nd day of July, 1870, when the following proceedings were had, as appears from the records of the proceedings of said commissioners:

"FORT SCOTT, *July 2d*, 1870.

"Board met pursuant to adjournment. Present, a full board.

"The board proceeded to a consideration of the business for which they had been convened. Col. A. P. Ladue, representing the Tebo and Neosho R. R., was present. In view of the importance of the early completion of the Tebo and Neosho Railroad to Fort Scott, it was, upon consideration of the board, ordered that there be prepared
150 one hundred and fifty coupon bonds of Bourbon County and the State of Kansas in favor of the Tebo and Neosho R. R. Company or bearer, of the denomination of one thousand dollars, each bearing date the 1st day of July, 1870, and maturing thirty years after date, with interest at the rate of 7 per cent. per annum, payable semi-annually at the New York National Exchange Bank, New York City, at which place the principal of said bonds shall be payable when the same mature; and that when the said bonds are so prepared the same may be signed by the chairman of the said board and attested by the clerk, and that when so signed the said bonds shall be delivered to J. S. Emert, trustee for the said Tebo and Neosho Railroad Company and for the said county commissioners, to be delivered to the said company when the conditions upon which they have been issued have been complied with," * * * which said order required the said Emert to give bond, &c., and the proceeded * *

"Ordered further that the stock of the county of Bourbon in the Tebo and Neosho Railroad Company be sold to the Land Grant and Trust Company of New York for the sum of five dollars."

And the respondents aver that no certificates of stock in the said Tebo and Neosh' Railroad Company were ever made or issued to the county of Bourbon. They further answer and say that on the 1 day of July, 1870, there was no such a company or corporation in existence as the Tebo and Neosho Railroad Company, the said company having
151 ceased to exist before that time, by the surrender and the assignment of its franchises; that there was no such a company or corporation then in existence as the Land Grant Railway and Trust Company of New York, authorized to do business and make contracts in the State of Kansas.

And the respondents aver that after these last-mentioned orders were made by the said board of county commissioners the said bonds were issued and dated back to the 1st day of July, 1870. And the respondents aver that the said Tebo and Neosho Railway never built any railroad to Fort Scott or into Bourbon County.

Respond*a*nts deny that these bo*a*rds have ever been registered in the office of the auditor of the State of Kansas, according to the laws of the State of Kansas; they deny that the auditor of the State of Kansas, in pursuance of the requirements of section 16 of an act entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds aiding in the construction of railroads, water-power, and other works of internal improvement, and providing for the registration of other bonds and repealing all laws in conflict therewith, approved March 2d, 1872;" and on the 15 day of August, 1872, ascertain before the tax for the year 1873 was levied, and before the same could be collected, the amount of interest that would accrue upon said bonds for the year 1873, and certify the same to the county clerk of Bourbon County.

The respond*a*nts deny that such a certificate was ever received by James H. Brown, then county clerk of Bourbon County. And the re-

spondants aver that all the facts herein set forth come to the
152 knowledge of the relator before he acquired the ownership of the said bonds.

And except as herein admitted, the respondants deny each and every allegation contained in the said alternative writ of mandamus.

Wherefore the respondants pray the judgment of the court, &c., &c.

McCOMAS & McKEIGHAN,
Attorneys for Respondants.

And be it further remembered that on the 4th day of February, 1873, the said cause came on for hearing by said supreme court at its regular term then held for January, 1873.

And thereupon the following proceedings were had in said case, as appears by the records thereof, as follows, to wit:

WILLIAM J. LEWIS, PL'FF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Bourbon, Kansas, def'ts.

And now comes John D. Stephenson, esq're, counsel for plaintiff, & also come Mess'rs McComas & McKeighan, counsel for defendants, and this cause came regularly on for trial by the court upon the issues joined by the pleadings heretofore filed herein, and thereupon plaintiff offered testimony to prove the issues on his part, and the defendants offered testimony to prove the issues on their part. And the evidence being all in, arguments of said counsel were heard in behalf of their respective parties and the cause submitted thereon and taken under advise-
153 ment by the court.

And afterwards, to wit, on the 15th day of November, 1873, said cause came on for further hearing and determination by said court at its regular term for July, 1873.

And thereupon the following proceedings were had and final orders made in said cause, as appears from the records of said court therein, viz:

WILLIAM J. LEWIS, PL'FF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF Bourbon County et al. } No. 32.

This cause came on for decision, and thereupon it is ordered and adjudged that judgment be rendered in favor of the defendants herein and against said plaintiff. And it is further ordered that said defendants recover from said plaintiff their costs herein expended, taxed at $, and that execution issue therefor.

Brewer, J., delivered the opinion of the court, all the justices concurring.

And thereupon, and on said 15th day of November, 1873, the opinion of said supreme court was delivered in writing by M'r Justice Brewer in this case, which said opinion is in words and figures as follows, to wit:

Opinion.

Supreme court.

STATE OF KANSAS:

WILLIAM J. LEWIS
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Bourbon and J. W. Brown, clerk, &c.

154 By the court—Brewer, J.:

This is an application to this court for a writ of mandamus, commanding the levy of a tax to pay the coupons on certain bonds issued by the county of Bourbon to the Tebo and Neosho R. R. Co., and by it sold and transferred to the plaintiff. Two questions exist, and are discussed by counsel in their briefs with great ability. First, had the commissioners the authority to issue these bonds; and, second, if not, can this want of authority be set up as a defense to an action by the present plaintiff, who claims as a bona fide holder for value?

The material facts are these: On the 8th of March, 1867, without any prior petition therefor, the county commissioners of Bourbon County ordered "that an election be called on the 1st Tuesday in May, 1867, for the purpose of submitting the question of voting $150,000 to any railroad running east to connect with the Tebo and Neosho Railroad as per order published." The order published proposed to subscribe $150,000 "to the capital stock of any railroad company now organized, or that shall hereafter be organized, that shall construct a railroad commencing at a point on the Tebo and Neosho Railroad, running westward via Fort Scott, and that the bonds of said county be issued to said co. for the same." On the 10th of May thereafter, being the Friday next succeeding the 1st Tuesday of May, the commissioners' record shows a canvass of the votes. In this canvass appears in one column the name of the township, and in columns opposite the number of votes for
155 and against the proposition. The columns are added, and show 468 votes for the bonds and 442 against. Then follows this recital: "Majority for bonds, 26 votes. And it was declared that there was a majority of twenty-six votes cast for R. R. bonds. And it is also further certified that there was no evidence of an election having been held in the townships of Franklin and Walnut." This record is not signed by the commissioners nor attested by the clerk. The poll-book from Franklin Township was filed in the county clerk's office on that day, placed with the poll-books from the other townships, and has been there kept ever since. It appears, however, from the testimony that it did not reach the county clerk's office, and was not filed until after the commissioners had left the office. This poll-book showed 4 votes for and 134 against the proposition, which, with the votes already counted, would make a majority of 104 against the bonds. On the 23rd of July, 1869—more than two years after this election—the record of the commissioners shows that application was made by the officers of the Tebo & Neosho R. R. for a subscription to the capital stock of that co., in pursuance of this vote, and that the board resolved that it was not advisable then to make the subscription. At the same time an order was made submitting to the voters the question of issuing bonds to a company building a road west from Fort Scott. At the close of that order appears the following recital: "And whereas some question has arisen

as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, A. D. 1867,
156 to the Tebo and Neosho Railroad; and whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of this county: It is therefore ordered and provided that the decision of this question by the qualified voters of said county at the said election in favor of subscription shall be also a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho R. R. Co., and the board of county commissioners will accordingly in such case make the subscription authorized by said election of May 7th, 1867, and will issue the bonds therein provided for as soon as the terms and conditions of said subscription are complied with by said R. R. Co." A canvass of the votes cast at this election showed 1,428 votes for and 703 against the proposition. This result was declared by the canvassers, and thereafter the bonds were issued and, for value, transferred to the plaintiff. Upon these facts four questions are raised as to the authority of the commissioners to issue the bonds:

1. Was the presentation of a petition signed by one-fourth of the qualified voters a condition precedent to any action by the commissioners, and without which no power to issue bonds passed to the county authorities?

2. Did the failure to name the railroad corporation avoid the whole proceedings? Or, as counsel have stated the question in their brief, could a subscription be made to the stock of the Tebo and Neosho R. R. Co. under and by virtue of the order of March 8, 1867, and the vote of May 7, 1867, that corporation not being named as the recipient of the proposed subscription? This question is discussed more fully by counsel in a case submitted subsequent to this, that of the Mo. R., F't Scott
157 & G. R. R. Co. vs. Miami County, and we may have occasion to refer to the briefs and arguments in that case.

3. A majority of votes having been cast as a matter of fact against the proposition, were the county board authorized to subscribe the stock and issue the bonds?

4. If no authority existed therefor, did the proceedings of July 23, 1869, and the subsequent vote confer authority?

Before noticing these specific questions it may be proper to consider an argument which is often used in cases of this kind and pressed with great force and ability by counsel in this, the argument of good faith. The county gave the bonds to obtain the road; it has obtained the road, therefore, in good faith it should pay the bonds. The company has fully complied with its contract, the county ought to do the same. The public conscience is weakened, and public morals suffer whenever a municipality avoids its contract through any technicality. Credit is shaken and confidence undermined whenever promises to pay are repudiated. Considerations of this kind, however appropriate for individual consciences and as a guide to individual action, can never overthrow settled rules of law. A party may have given to another his note; every consideration of honor and good faith may demand that he pay it, but if suit be not brought till five years from its maturity have passed and the statute of limitations be pleaded the courts must sustain the defense; mere good faith will never give a cause of action; it is only when so connected with other considerations as to present a case of equitable estoppel that the courts can interfere. Courts will never make a con-
158 tract because they think the parties ought to have made one. Again, in cases like this, the bondholder is not the only party who

can rightly press the demands of good faith. The taxpayer is entitled to equal consideration, he is guaranteed protection in property as well person. He may not be heard in the courts to restrain the issue of these securities. If the authorities through stupidity or collusion are placing a burden upon his estate he is powerless to prevent it. (Craft vs. Jackson Co. Commissioners, 5 Kansas, 578.) A new election may enable him to change these officials, but the wrong is already done. He has a right then in the name of good faith to demand of the courts that no charge shall be left on his property unless legally placed there, and that no contract shall stand unless legally made; more than that he has no right to ask less than that he ought not to receive. True he is not a nominal party to this action, but he is the real party in interest.

The simple enquiry then in cases of this kind should be whether the forms of law have been so far complied with that a valid contract has been made; if they have, then the contract should be sustained, and the bondholder have his judgment; if they have not, then the county should have judgment. No considerations of supposed good faith will justify a court in making and then enforcing a contract between the parties as protection to the tax-payers; the law has prescribed certain forms of proceedings that nothing be done without their consent. These forms are all the protection the tax payer has, and it is only by
159 insisting on an observance of these forms as a condition of valid action that any security is afforded him. If they are to be frittered away by judicial sanction, it were better to dispense with them altogether and give the authority to the commissioners to act without the delay and expense of first consulting the voters. We shall not stop to discuss the first question raised, simply saying that if this were the only objection we should deem it cured by the act of 1868, Gen. Stat., p. 892. No corporation was named in the proceeding of March, 1867, as the recipient of the proposed subscription and bonds.

The proposition in effect was whether authority should be granted to the commissioners to take stock in any corporation now organizes or that might hereafter be organized, that should construct a railroad from the Tebo and Neosho Railroad westward via Fort Scott. That a vote authorizing a subscription to one corporation will not sustain a subscription to another, even though the latter build the very line of road contemplated by the former and sought to be secured by the vote, is settled. (S't Joe & D. C. R. R. Co. vs. Com'rs Nemaha County, 11 Kansas; see also March vs. Fulton County, 10 Wall., 676.) The question now is whether, under the statute, the people must select the corporation, or may they delegate authority to the commissioners to make the election? The statute reads, "That the board of county commissioners of any county to, into, through, from, or near which, whether in this or any other State, any railroad is or may be located, may subscribe to the capital stock of any such railroad corporation, in the name and for the benefit of such county, not exceeding in amount * * * * * * but no such bonds
160 shall be issued until the question shall be first submitted to a vote of the qualified electors of the county," &c.

This statute grants to the commissioners an extraordinary power. The constitutionality of such legislation has been questioned, though sustained. Its wisdom has been denied, even where its constitutionality has been sustained. To prevent abuse of this power, a specific express authority from the voters is required. The manner of proceeding to obtain this authority is prescribed. Without legislative sanction the assent of a majority of the voters would not bind the county nor make valid bonds issued in pursuance thereof. (Pendleton County vs. Amey,

13 Wall., 304.) The assent of a majority binds the county no further than the legislature has provided it shall. And a statutory power so liable to abuse should not by construction be enlarged beyond the plain warrant of the language used by the legislature. What is the county board empowered to do? It may make a subscription to the capital stock of a railroad corporation. A subscription is a contract; a contract requires two parties. There can be no subscription without a corporation to receive the subscription. The county was not authorized to pledge its funds to aid in building a railroad. It could not bind itself to give so much for a road. The railroad project might be aided, it is true, but only by virtue of the fact that the corporation had obtained a reasonable subscriber for a large amount of its stock. But before the board could make a subscription to the capital stock of any railroad corporation the question must be first submitted to a vote of the
161 qualified electors. What question? Manifestly the question of making the subscription, entering into the contract with the railroad corporation. The whole question, not a fragment of it; the question of authority to make the contract, not a contract. The whole authority delegated to the board by the first clause of the section rests upon the express assent of the voters. It is an entire thing, the consummation of a contract, and to it, as an entirety, the people must assent. It may be said that the language used contemplates the submission of only the question of issuing bonds: "No such bonds shall be issued until the question shall be first submitted." "If a majority of the votes cast at such election shall be in favor of issuing such bonds, the board of commissioners," &c. But the issue of bonds is the last act of the board, the consummation of the contract. Bonds are to be issued only in payment of stock already subscribed. If the language limits the question to that of issuing bonds, it limits it to that which implies a subscription already made, a contract already entered into, and therefore an existing and named corporation, the recipient of the subscription, and the party to the contract.

In the argument made in the case of the Mo. R., Ft St. & Gulf R. R. Co. vs. Miami County, to which we referred, some stress is placed upon the use of the verbs "is or may be," in the first sentence of the section which authorizes the commissioners of any county "to, into, through, from, or near which any railroad is or may be located, may subscribe to the capital stock of any such railroad corporation;" and it is claimed that "is" is used in a continuing sense, and refers not to the time of the passage of the law, but to the time of making the subscription,
162 and that therefore the addition of the words "may be" contemplates a location subsequent to the subscription. In support of that claim the case of James vs. City of Milwaukee, decided by the U. S. Sup. Court, and reported in Chicago Legal News of February 22, 1873, is cited. It is unnecessary to determine whether the citation supports the construction or whether the construction is correct; for the corporation must exist before it can locate its road, and all that such construction would warrant is that the subscription might be made and therefore might be authorized before the corporation had finally located its road, and not that it might be authorized before any corporation existed. The citation might be pertinent and the construction demand examination if the language had been "any railroad corporation which is or may be organized." It may be asked what difference does it make? the thing to be secured is the railroad, and if that be accomplished it is enough. We reply, the legislature has not authorized counties to give their bonds simply to secure railroads; it has authorized them to

take stock in railroad corporations and pay for it in bonds. It makes the same difference to a county that it does to an individual as to the corporation in which stock is proposed to be taken. The county, like an individual, might be willing to take $150,000 of stock in a corporation whose capital stock was only $250,000, thereby securing the control of the corporation, while it might not be willing to subscribe a like amount, or any amount, to one whose capital stock was $10,000,000.00, in
163 whose control it would thus have little voice. Again, it might be willing to subscribe to and risk its funds with a corporation whose managers were men of known good character and financial responsibility, and not be willing to do the same with one whose controlling men were wholly irresponsible. The fairness and good sense of the legislation is altogether on the side of the construction which the natural meaning of the language so plainly demands. It seems, therefore, that some corporation must be named as the recipient of the subscription and bonds, or the proceedings will be without warrant of law and void. A majority of the votes cast at the election in 1867 were against subscribing stock and issuing bonds. This is an undisputed fact. The statute reads, "If a majority of the votes cast at such election shall be in favor of issuing such bonds the board of commissioners of the county shall issue the bonds." (Laws 1866, page 73, s. 1.) That an election is a prerequisite to the issue of bonds is unquestioned. Equally clear is it that at such election a majority of the votes must be in favor of the issue. Power to issue is not vested in the commissioners by virtue of their office, but given only by express authority of the voters. Issuing bonds without a vote is no more ultra vires than issuing them against the vote of a majority. Express authority by an affirmative vote is a condition precedent to the existence of the power. These general propositions will not be disputed, and if the commissioners had, at their meeting on May 10, 1867, canvassed the entire vote of the county, and declared the result in accordance therewith (viz, a majority of 104 against the proposition), no one
164 would be fool-hardy enough to claim that the commissioners had any power to issue these bonds given by that election. It is claimed, however, that the commissioners were the proper canvassing officers; that at the legal time and place they made the canvass and declared the result, and that the county is bound thereby. It must be conceded that this claim finds ample support in the language of some of the opinions of the Supreme Court of the United States. That tribunal has uniformly held that the determination of the county board was the adjudification of a competent tribunal with full jurisdiction, and cut off all inquiry as to the facts upon which the determination, at least after the bonds had passed into the hands of a bona fide holder, was.

In the case of the Commissioners of Knox County vs. Aspinwall (21 How. U. S., 539) Mr. Justice Nelson thus stated the proposition in his usual clear and forcible language: "Full power is conferred upon the board to subscribe for the stock and issue the bonds when a majority of the voters of the county have determined in favor of the subscription after due notice of the time and place of the election. The case assumes that the requisite notices were not given of the election, and hence that the vote has not been in conformity with the law. This would seem to be decisive against the authority on the part of the board to issue the bonds, were it not for a question that underlies it; and that is, who is to determine whether or not the election has been properly held and a majority of the votes of the county cast in favor of the subscription? Is it to be determined by the court in this collatteral way in every suit

upon the bond or coupon attached, or by the board of commissioners, as a duty imposed upon it before making the subscription?

165 The court is of opinion that the question belonged to this board. The act makes it the duty of the sheriff to give the notices of the election for the day mentioned, and then declares if a majority of the votes given shall be in favor of the subscription, the county board shall subscribe the stock. The right of the board to act in an execution of the authority is placed upon the fact that a majority of the votes had been cast in favor of the subscription; and to have acted without first ascertaining it would have been a clear violation of duty; and the ascertainment of the fact was necessarily left to the inquiry and judgment of the board itself, as no other tribunal was provided for the purpose. This board was one, from its organization and general duties, fit and competent to be the depository of the trust thus confided to it. The persons composing it were elected by the county, and it was already invested with the highest functions concerning its general police and fiscal interest. We do not say that the decision of the board would be conclusive in a direct proceeding to inquire into the facts previously to the execution of the power and before the rights and interests of third parties had attached, but after the authority has been executed, the stock subscribed, and the bonds issued and in the hands of innocent holders, it would be too late even in a direct proceeding to call it in question, much less can it be called in question to the prejudice of a bona fide holder of the bonds in this collateral way." We have made this lengthy quotation because it contains as clear and complete a statement of the views therein expressed *or* can anywhere be found, and also because it is from the leading case in that court. The views therein expressed have been uniformly adhered to by that tribunal. (Bissell vs.

166 City of Jeffersonville, 24 How., 287; Moran vs. Miami County, 2 Black., 722; Gilpeck vs. City of Dubuque, 1 Wall., 175; Mercer County vs. Hacket, 1 Wall., 83; Van Hostrup vs. Madison City, 1 Wall., 291; Supervisors vs. Schenk, 5 Wall., 772; Pendleton County vs. Any, 13 Wall., 297; City of Lexington vs. Butler, 14 Wall., 283.)

It will be observed that this language does not affirm that the determination of the county commissioners gives authority to issue bonds, but only that that determination estops the county from denying the authority. All that is asserted, and all that can be found in any of the opinions, is that that determination is evidence of authority otherwise given, evidence that is conclusive in an action for a bona fide holder. It is like any other canvas', evidence, nothing but evidence, of acts already done and power already given. It is by universal consent open to enquiry and attack, unless made conclusive by statute, until at least rights have vested on the faith thereof. It is no more patent to confer authority than a canvass of votes cast for an office is to give a right to the office. It should not be so weighty even as evidence, for in the one case it is necessary that offices should be filled, and that evidence of who are entitled to fill them should be easily accessible, while in the other it is not necessary that county bonds should ever be issued to railroad corporations, and the people's right to control the extent of their obligations should not be frittered away on a mere matter of evidence. The substantial question is, did a majority of the voters grant the au-

167 thority? the formal question, what does the canvas' show? Reverse the status, for a moment, and suppose the canvas' showed a majority of 26 votes against, while an actual majority of 104 votes was in favor of, the proposition. Would not the authority to issue pass to the commissioners, and could there be any question but that *that* bonds thus

issued, even in the hands of the obligee himself, could be enforced? If a majority of the votes cast at such election is the language of the statute, can the commissioners, by a canvass, destroy the power of the majority, and set at naught the will of the legislature? Can they, in defiance of the statute, create an authority in themselves? It was well said by the supreme court of Ohio, in State ex rel. Treadwell vs. The Commissioners, &c., 11 Oh. St., 183, "The decision of the Supreme Court of the United States must rest on the assumption that it was competent for the commissioners of Knox County, by some act of their own, to make their authority complete; an assumption we are not at liberty to make in this case." In that case the county commissioners of any county through or in which a railroad might be located by any corporation where by statute authorized to subscribe stock and issue bonds. Under this statute, bonds were issued and passed into the hands of a bona fide holder. In mandamus proceedings thereon, the answer alleged that the railroad had never been located through or in the county, and this answer was held good, and in holding it good the court use the language above quoted. (Staim vs. The Town of Genoa, 23 N. Y., 439; The People vs. Mead, 24 N. Y., 114; The People vs. Mead, 36 N. Y., 224.)

We have thus far considered this question on the assumption that
168 the statute designated the commissioners as the canvassing officers, and fixed the time & place of the canvass. The contrary is the fact. No canvassing officers are named; no time or place for the canvass indicated. The only general election law then in force, in its first section declares what elections are to be governed by its provisions, and they are "all elections hereinafter to be held for State, district, and county officers." (Comp. Laws, p. 490, sec. 1.) Under that law, the county commissioners are made the canvassers, and the Friday succeeding the election the day for the canvass. (Sec. 27, p. 497). Sec. 4 of "An act providing for the election of township officers" (Comp. Laws, p. 504, as amended in 1864; Laws 1864, p. 100, sec. 1) makes the commissioners canvassers for such elections, and names the first Monday of April for the canvass. There are also many special elections provided for in the statutes, and as a general rule the several acts in terms declare that such elections shall be conducted in the manner prescribed by the general election law. But the act under which these bonds are claimed to have been voted contain no such provision. (Laws 1865, p. 41; Laws 1866, p. 792.) They provide that "no such bonds shall be issued until the question shall be first submitted to a vote of the qualified electors of the county at some general election, or at some special election to be called by the board of county commissioners, by first giving twenty days' notice in some newspaper published and having general circulation in the county, or, in case there be no paper in the county, then by written or printed notices posted up in each elec-
169 tion-precinct twenty days previous to the day of such election; and in submitting said question, said board of commissioners shall direct in what manner the ballots shall be cast." The express authority given is to order a special election and to direct in what manner the ballots shall be cast. If they have any further power in the matter, it is either because of their general authority to represent the county and manage its business & concerns where no other provision is made (Comp. Laws, p. 412, sec. 15, clause 5), or because power to order an election carries with it the power to prescribe the manner of conducting it and determin'g its results. On examination of the orders of the commissioners shows that they omitted to prescribe the manner of conducting the election, the time or place of

the canvass, or the canvassing officers. Notwithstanding the silence of the statute and the omissions of the order, an election would doubtless be valid where the people general' acquiesced in the manner and took part in the election. Here the evidence shows that all but one township took part in the election, and fails to show the relative population of that township, or that the voters in the others did not generally participate in the election. But, while the election may be valid—for it is a maxim that the will of the people should not be defeated by the omissions or irregularities of their officers and agents—can it be that the commissioners can, without statutory authority, in the absence of notice to the voters, and before the returns are received from all the voting precincts, come together, and, by canvassing only a portion of the vote, create in themselves an authority which the majority of
170 the voters have refused to grant to them? Can such unauthorized and partial canvass be ever prima-facie evidence of the authority? It seems to us doubtful. At any rate when it carries on its face information that returns of the election have not been received from some townships, it is sufficient notice to put any one on inquiry as to the actual facts of the election and the returns filed with the county clerk. It is claimed that the curative act of 1868 (Gen. Stat., p. 893) applies and makes valid this election. This cannot be, for that applies only to cases in which "a majority of the persons voting" have voted in favor of the subscription; and here, as we have seen, a majority voted against the subscription. It was an act to cure irregularities and sustain the will of the majority, and not an act to make form more than substance and the canvass of the county commissioners more potent than the votes of the people. No authority having been granted by the proceedings in 1867, was any conferred by those in 1869? The objection raised to the former do not apply to the latter; a corporation was named as the recipient of the aid and a majority of the votes cast were in favor of the proposition. But an equally fatal objection exists in these. The question submitted in 1869 was that of extending aid to a road west from F't Scott. It was upon that the people voted, and to that gave their assent. The commissioners, it is true, by their order declared that if the people authorized aid to a road running west they should consider themselves also authorized to subscribe to a road running east. Yet submitting only one question they cannot by constructions enlarge the authority actually given. That the ques-
171 tion submitted was a railroad proposition does not make any difference. They might with equal propriety and legal warrant have submitted a question of issuing bonds for a court-house, and then by construction made an affirmative vote a delegation of authority to issue these bonds. Can an agent thus by construction create authority? But it may be said that while this is the form of these proceedings, it was practically and substantially a submission of both questions to be determined by a single vote. Conceding this to be the fact, and the difficulty, though lessened is not avoided. The two questions were to be settled by a single vote. A vote for said railroad bonds was a vote in favor of both propositions, and so of a vote against. There was no opportunity of voting for one and against the other; such a submission was not warranted by the statute. It may be conceded that two or more questions may be submitted at a single election, provided each question may be voted on separately, so that each may stand or fall upon its own merits. But that is a very different matter from tacking two questions together to stand or fall upon a single vote. It needs no argument to show the rank injustice of such a mode of submission. By

it several interests may be combined and the real will of the people overslaughed by this combination. An improper measure may be tacked on to one that is popular and carried through on the strength of the latter. A necessary matter may be made to carry with it some private speculation for the benefit of a few. Things odious and wrong in themselves may receive the popular approval because linked with propositions whose immediate consum'ation is deeme' essential. It is against the very
172 spirit of popular elections. That aims to secure freedom of choice not merely between parties, but also in respect to every office to be fil'ed and every measure to be determined. A voter at a State election would be shocked to be told that because he voted for a person named for governor on one ticket he must vote for all the other persons named thereon, or that voting for one person he was to be understood as voting for all. He would feel that his freedom of choice was infringed upon. None the less so is it by such a submission as this. This question is not a new one to the courts. In Supervisors Fulton County *vs.* M. & W. R. R. Co., 21 Ill., 373, such a mode of submission was pronounced void in the following vigorous language: "The truth is," says Breese, J., "the voters of Fulton have never had an opportunity to vote and neve' have voted this subscription, for the question was at no time distinctly before them. The question before them was, Will you vote for a subscription to two roads? Neither road has received the approving vote of the people, and until that is done, until the *marked* single question shall be fairly presented to those voters, they ought not to be bound or injuriously affected by any such jockeying management or log-rolling. This system, condemned as it has always been by the moral sense, as well as the sense of justice of the whole country, should at this day find no favor in the courts. We do not hesitate to say this proposition to vote on two roads at the same time was not authorized by the law, and is a fraud on the people." The same ruling was made in the People ex rel. vs. Tazewell County, 22 Ill., 147; Clarke vs. Supervisors Han-
173 cock County, 27 Ill., 310. The same question was before the Iowa courts and determined in the same way. (McMillan vs. Lee County, 3 Clarke, Io., 311.) In giving the opinion of the court, Mr. Justice Stockton says: "The law, according to the view that we have taken of its provisions, evidently contemplates distinctness and unity in each question or proposition submitted for adoption or rejection by a vote of the people. Each proposition submitted to such vote should be complete in itself, and should contain every requisite prescribed by the statute as necessary to give validity and effect to the borrowing or expenditure of money, the subscription of stock, or the issue of county bonds." A mode of submission which is so obviously unjust, so contrary to the spirit of elections, and has received such condemnation from the courts, will not be imputed to the intention of the legislature, unless necessarily demanded by the language used. The statute in force at the time of this election was that of 1869. (Laws of 1869, p. 108.) So far as this question is concerned, however, it is not dissimilar to the acts of previous years. It authorizes the county commissioners to subscribe for and take stock or loan credit "to any railway company" upon such terms and conditions as may be prescribed, provided a majority of the voters shall first "assent to such subscription." Upon making the subscription the county "becomes like other subscribers to such stock, entitled to the privileges granted and subject to the same liabilities imposed by this act, or by the charter of the company in which such stock is taken." The singular number is used all the way through. It contemplates a separate transaction with each corporation, provides for a sub-

scription to be made upon "terms and conditions, and in the
174 nature of things these terms and conditions would vary with different roads. No one can read the sections without being impressed with the fact that each county was to make a separate subscription, each corporation to receive a separate subscription, and each subscription to be authorized by a separate vote. The curative statute of 1868 impliedly recognizes this fact. It provides that if a majority of the persons voting at any election prior to January 21, 1868, have voted in favor of subscribing stock and issuing bonds, the county commissioners may make the subscription "whether such orders and elections or either of them have been in compliance with the statute in such cases made and provided or not, or whether the proposition submitted at the election had was for the subscription of stock and the issuance of bonds to one or more railroad companies." Two things are thus aimed at: first, to cure all mere irregularities in the proceedings; and second, to make valid elections wholly unauthorized by the statute. It seems, therefore, that the statute requires a separate vote on the question of extending aid to each corporation, and if these proceedings are to be construed as a submission of two questions to a single vote they were, in the language of Judge Breese, "not authorized by the law and a fraud on the people." It seems, therefore, clear that neither by the election of 1857 nor that of 1869 was any authority given to the commissioners to subscribe stock to the Tebo and Neosho Railroad or to issue these bonds. A graver question is now presented, Can this want of au-
175 thority be shown as a defense by the county to this action of the plaintiff, who claims to be a bona-fide holder for value without notice? Without express provision of statute the commissioners would have no authority to subscribe stock and issue bonds to a railroad corporation. Every one dealing with the commissioners or purchasing such securities must take notice of the law under which they act. The act under which the commissioners assume to issue these bonds required, as a condition precedent to the vesting in them of any authority to issue an affirmative vote of a majority of the voters, given upon a single proposition, and naming the proposed recipient of the subscription and bonds. Of this, every one purchasing bonds like these must take notice. He knows that unless these conditions exist, these steps have been taken, the commissioners have no more power than the sheriff or the county attorney to bind the county. He knows that the commissioners cannot create the authority which the statute says the voters alone can give, that they are but agents, and agents not with general powers to act for their principal in matters of this kind, but requiring a specific and express authority for every single act of subscription. Charged with notice of all this, how can he assume that because they have acted they must have been authorized? That these bonds are negotiable paper, does not alter the case. The law-merchant does not make the act of an agent proof of his authority where power exists which may be exercised under circumstances peculiarly within the knowledge of the agent; the exercise of the power may bind the principal as an affirmance by the agent of the existance
176 of those circumstances. But this presupposes the existance of the power. Here no power ever passed to the commissioners. the silence of the principal when the agent is acting often works an estoppel as implying an acquies'ence; but where the principal can do nothing else than be silent where the individual tax-payers are powerless to restrain the act (Craft vs. Commissioners Jackson County, 5 Kansas, 578), the enforced silence can hardly be construed as an acquies'ence.

It may be conceded that the language of Mr. Justice Nelson is broad enough to cover a case of this kind and to make the act of the board in declaring their authority and issuing the bonds conclusive evidence of the grant of power by the people. Equally broad is the language of Mr. Justice Swayne in Gelpeck vs. City of Dubuque, 1 Wall. 175, where he says, "When a corporation has power under any circumstances to issue negotiable securities, the bona-fide holder has a right to presume they were issued under the circumstances which gave the requisite authority, and they are no more liable to be impeached for any infirmity in the hands of such a holder than any other commercial paper." That such a construction was not intended to be given to the language of these citations is evident from subsequent decisions of that court.

In Marsh vs. Fullerton County (10 Wall., 676) the bonds of the county were issued and in the hands of a bona fide holder, and the county commissioners were by statute authorized to issue bonds upon a previous affirmative vote of the electors of the county. Yet as such vote had not been had the court unanimously held the bonds void even in the hands of the bona fide holder. The bona-fide holder has no right to
177 presume they were issued under the circumstances which gave the requisite authority. He was bound to take notice of the county records, and they showing no authority, none existed. We cannot do better than quote the language of Mr. Justice Field: "It is a case, to', where the holder was bound to look to the action of the officers of the county and ascertain whether the law had been so far followed by them as to justify the issue of the bonds. The authority to contract must exist before any protection as an innocent purchaser can be claimed by the holder. This is the law even as respect' commercial paper alleged to have been issued under a delegated authority, and is stated in the case of the Floyd acceptances (7 Wall., 676). In speaking of notes and bills issued or accepted by an agent acting under a general or special power, the court says: "In each case the person dealing with the agent, knowing that he acts only by virtue of a delegated power, must, at his peril, see that the paper on which he relies comes within the power under which the agent acts, and this applies to every person who takes the paper afterwards, for it is to be kept in mind that the protection which commercial usage throws around negotiable paper cannot be used to establish the authority by which it was originally issued." And in another place, replying to the claim that because some interest had been subsequently paid the original proceedings were made valid and good, he says: "The supervisors possessed no authority to make the subscription or issue the bonds in the first instance without the previous sanction of the qualified voters of the county. The supervisors in that particular were the mere agents of the county. They could not therefore ratify a subscription without a vote of the
178 county, because they could not make a subscription in the first instance without such authorization." It may be remarked here that the bonds in that case contained no recitals of proceedings of the county board or a vote of the people, but were simply naked promises to pay. The same is true of the bonds in this suit. The effect of this on the question may be considered hereafter. Pendleton County vs. Amy (13 Wall., 297), is a still later case in that court. In that, Mr Justice Story, for the court, after alleging that it was the duty of the county officers to determine whether a vote had been had according to law, and what the result was, uses this language: "To issue the bonds without the fulfilment of the precedent conditions would be a misdemeanor, and it is to be presumed that public officers act rightly. We do not say this

is a conclusive presumption in all cases, but it has more than once been decided that a county may be estopped against asserting that the conditions attached to a grant of power were not fulfilled. (21 How., 539; 24 How., 287; 2 Blact., 722; 1 Wall, 384, 291; 5 Wall., 772.) The estoppel in these cases was either by recitals in the bonds that the conditions precedent had been complied with or by the fact that the county had subsequently levied taxes to pay interest on the bonds. In one of the early cases (Bissell et al. vs. City of Jefferson, 21 How., 287), M'r Justice Clifford says: "Whether we look to the bonds or the recorded proceedings, there is nothing to indicate any irregularity or even to create a suspicion that the bonds had not been issued pursuant to a lawful authority; and we hold that the Co. and their assignees
179 under the circumstances of this case had a right to assume that they imported verity." It appeared that copies of the proceedings of the county board were shown to the plaintiffs in that case at the time they received the bonds, &c. It seems a fair inference from these citations that all the Supreme Court of the United States have decided is that when either the bonds or the records of the county contain a recital of an election and all other conditions precedent as prescribed by the statute, the county is concluded by that recital and may not show as a matter of fact no election took place or that some other condition precedent never existed. With such a construction of the law we have in this case no occasion to differ. The bonds sued on contain no recitals and the records show a non-compliance with the statute.

An examination of the opinions of other State courts shows a disposition to place the construction we have given upon this general language of this United States Supreme Court or else to disagree with the views expressed by that tribunal. We have had occasion to notice the decision of the supreme court of Ohio. (11 Ohio St., 183, cited supra; see, also, Hopple vs. Brown T'p, 13 Oh. St., 311; State ex rel. Beckel vs. Union T'p, 15 Oh. St., 437.) The supreme court of Iowa, in Clark vs. The City of Des Moines (19 Iowa, 199), had occasion to notice these rulings, and after citing the language heretofore quoted from Judge Swayne, says: "Suppose a city charter expressly authorized the common council to issue negotiable securities for corporate debts, and that the mayor and recorder, without an order of the council, fabricate, manufacture such securities, and that they find their way into the hands of innocent purchasers. It cannot be that Judge Swayne means that
180 the "bona fide holder has a right to presume that they were issued under the circumstances which gave the requisite authority" and yet he says so. The true rule is, that the want of corporate power or the want of authority in the municipal officers cannot be supplied by their unauthorized acts or representations, and in accordance with that rule the case was decided, all the justices concurring. To the same effect is the case of Veeder vs. The Town of Lind (19 Wise, 280), in which the court, Mr. Justice Cole dissenting, held that the recitals in the bond were not conclusive and dissented squarely from the United States court as to the effect of those recitals. The cases of Stain vs. The Town of Genoa, and Gould vs. The Town of Sterling (23 N. Y., 439 & 456) are strongly in point. The legislature of that State authorized by separate acts these towns to issue their bonds in aid of railroads, provided the written assent of thirds of the resident tax payers was first obtained and filed in the clerk's office. The court of appeals held, reversing the judgment of the lower courts, that the bondholder suing on bonds issued by these town' by virtue of these acts, must prove

affirmatively that the written assent of the requisite number of tax payers was in point of fact obtained and filed, and that the town was not bound by the representations of its officers upon the face of the bonds that such assent had been obtained and filed. In the latter case Judge Selden replying to the claim that the recitals in the bond created an estoppel says: "The agents here were designated not by the town but by the legislature; and no power whatever was conferred by the town unless the assent of the tax-payers was obtained. Any representation therefore by the supervisor and commissioners in
181 respect to such assent would be a representation as to the very existence of their power. Such representations as we have seen are never binding upon the principal." The same doctrine was sustained by the subsequent cases of the People vs. Mead, 24 N. Y., 114; The People vs. Mead, 36 N. Y., 224. In his work on Constitutional Limitations, Judge Cooley, commenting upon the doctrine of Gould vs. Sterling, says: "This doctrine appears to be sound that whenever a want of power exists a purchaser of securities is chargeable with notice of it if the defect is disclosed by the corporate records, or as in that case, by other records where the power is required to be shown," page 217. For a further discussion of this question and other authorities see the note at the foot of page 216 of that work.

The difference between the Federal and State courts is this: the former hold the county concluded by the recitals of the bond, the latter that the bondholder is chargeable with notice of whatever appears upon the county records. Both agree that where there are no recitals on the face of the bond and the want of authority appears on the county records, the bonds are void even in the hands of a bona-fide holder. These bonds contain no recitals of an election or other proceedings of the county board, but are naked promises to pay. At the close of the obligatory words they read "by order of the board of commissioners of the county of Bourbon, Kansas, dated March 8, 1867." The purchaser therefore is notified on the face of the instrument of the particular order under which the bonds were issued. Claiming under one instrument which recites the existance of another, and refers to it as the authority for its own existence, is he not charged with notice of the
182 contents of the letter? Story's Eq're, sec. 400.

We have given this case and the questions involved in it full and careful and patient consideration both on account of the amount in controversy here and because of the many interests which may be affected by the decision of these questions. The conclusions we have reached are that the proceedings of March 8, 1867, were void because no railroad corporation was named as the recipient of the proposed subscription and bonds; that the election of May 7, 1867, conferred no authority, because a majority of the votes cast were against the granting of authority; that for a like reason the curative act of 1868 did not apply to that election; that the proceedings in 1869 conferred no authority, because no question of issuing these bonds was submitted to the voters of Bourbon County, and because an attempt to submit two questions to a single vote is unauthorized by the statute and a fraud upon the people; that, there being no recitals on the face of the bond, the county is not concluded by the mere fact that the commissioners issued them even in favor of a bona fide holder; that the want of authority to issue appears on the records of the county, and the purchaser is referred to those records by the bond itself, and is chargeable with notice of their contents. It follows, therefore, that judgment must be entered in favor of the defendants.

All the justices concurring.

Supreme Court.

STATE OF KANSAS:

I, Abram Hammatt, clerk of the supreme court of the State of
183 Kansas, do hereby certify that the above and foregoing is a true and correct transcript of all the pleadings, proceedings, orders, and judgment of said court in a cause wherein William J. Lewis was plaintiff and the board of county commissioners of the county of Bourbon and James H. Brown, county clerk of said county, were defendants as the same appear on file and of record in my office.

Witness my hand and official seal hereto affixed at my office in Topeka, Kansas, this the 31st day of March, A. D. 1874.

[SEAL.]

A. HAMMATT,
Clk Sup. Court, Kansas.

(Endorsed:) No. 975. In the U. S. circuit court. John H. Block *vs.* The County of Bourbon. Answer. Filed April 15, 1874. A. S. Thomas, clerk. McComas & McKeighan for defendant.

184 And on this day, to wit, May 5th, 1874, the plaintiff, by his attorney, filed in the clerk's office of said court his reply in said entitled cause; which said reply, with the endorsements thereon, is in the words and figures following, to wit:

Reply.

In the circuit court of the United States for the district of Kansas.

JOHN H. BLOCK, PLAINTIFF,
vs.
THE COUNTY OF BOURBON, DEFENDANT. } Replication.

Plaintiff, for reply to defendant's answer, denies specially the following allegations in same:

First. That the order of the boa'd of county commissioners of Bourbon County made March 8th, 1867, as same is set forth in said answer, is a true recital of said order.

Second. That said board was not in session on said on the 8th day of May, 1867, and that said day was not a part of the regular meeting or term of said board.

Third. That the Tebo and Neosho Railroad Company was restricted by its charter as set up in said answer.

Fourth. "That no order" in respect to said election had been published.

Fifth. That the voters of Walnut Township had no notice of the election of May 7th, 1867.

Sixth. That it was the duty of the judges of the election to canvass the vote cast at said election.

Seventh. That there was a forged interlineation of the record of the proceeding of the board of county commissioners as alleged.

Eighth. That the poll-books of Franklin Township were bro't to
185 the county clerk's office immediately after the commissioners left the court-house.

Ninth. That at first meeting of the board of county commissioners after said 10th of May, 1867, they were informed that the poll-books of Franklin Township were in the office of the county clerk; said commissioners declined to open same.

Tenth. That William J. Lewis is still the owner of bonds mentioned

from one to one hundred; that William J. Lewis ever commenced any proceeding in the supreme court of the State of Kansas wherein was involved the validity of said bonds or coupons, or that this defendant is in any manner affected by said proceeding.

And for further reply to the answer of defendant, plaintiff says: That the defendant was by the provisions of an act of the legislature of the State of Kansas, entitled "An act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865, and subsequent acts of said legislature passed at the sessions of 1866, 1867, & 1868 fully authorized to subscribe to the capital stock of the Tebo and Neosho Railroad Company the sum of one hundred and fifty thousand dollars, and to issue bonds for the payment of same; that the defendant did in pursuance of law, and under the order of the board of county commissioners of Bourbon County, made July 23rd, 1869, subscribe to the capital stock of the Tebo and Neosho Railroad Company the sum of one hundred and fifty thousand dollars, and in payment of same did issue the coupon-bonds of the county of Bourbon, of which issue the bonds and coupons set forth in plaintiff's petition were a part; that said order last mentioned was made in order to carry out the original order made on the 8th of March, 1867.

Plaintiff says said order of March 8th, 1867, was in accordance
186 with law, and that an election was ordered and held under said order, and the vote of the qualified voters of Bourbon County, at the election held under said order on the 7th day of May, 1867, was duly canvassed by the commissioners of Bourbon County, and the proposition submitted was declared on said canvass to be carried affirmatively by a majority of the votes cast.

Plaintiff says that it was the desire of the defendant to secure a railroad as stated in said order, and that afterwards the voters of Bourbon County at a second election, held on the 27th day of August, 1869, reaffirmed the vote of May 7th, 1867, and assented to the subscription under the original order of March 8th, 1867, directing said subscription to be made and the bonds to be issued; that the Tebo and Neosho Railroad Company did build the proposed road, and the same is now in full operation; that the defendant reviewed its certificate of stock in said Tebo and Neosho Railroad in consideration of its subscription and the bonds of Bourbon County with coupons attached, a part of which bonds and coupons are the bonds and coupons referred to in plaintiff's petition, and for a consideration sold said stock.

Plaintiff says the defendant had legal authority to issue the bonds & coupons sued on, and in pursuance of such legal authority did issue the same, and the same were purchased by plaintiff in open market and for value; that plaintiff is the holder of each and every coupon sued on; that all that plaintiff as purchaser of said bonds was required to do was to ascertain that the defendant had the power to make the instruments sued on, and did make the same. Plaintiff says that he is not required to go behind the orders of the board of county commissioners of Bourbon County, reciting the fact of an election and declaring the result of the several elections held in Bourbon County, and that defend-
187 ant is concluded by the said several orders from all enquiry into their formalities which may have existed in regard to said elections, if any did exist, which plaintiff denies.

Plaintiff says the defendant, after the issue of the bonds and coupons sued on, regularly levied taxes year after year to pay the coupons for interest attached to the bonds issued by the def't, of which the bonds sued on are a part, collected said taxes, and paid said interest;

that defendant received its certificate of stock in the Tebo and Neosho Railroad Company in consideration of said bonds, and afterwards sold the same for a valuable consideration; that defendant, by order of the board of county commissioners, refusing further to pay interest on said bonds above described, refuse to pay same because, as they allege, the Tebo and Neosho Railroad Company, or the Missouri, Kansas Railroad Company have failed to comply with some contract in regard to machine-shops, but do not pretend in said order to repudiate said bonds because of want of authority to make same; that defendant has repeatedly, by payments of interest to plaintiff and with parties to whom said bonds were sold, waive' all irregularities, if any existed, in the issue of said bonds; that by reason of the several acts above set forth defendant is estopped from denying the validity of said bonds and coupons in the hands of plaintiff.

Plaintiff says he is not barred in the prosecution of his suit upon coupons detached from bonds numbered from one to one hundred, by reason of the proceedings before the supreme court of the State of Kansas, instituted by one William J. Lewis on the 21st day of January, 1873,
188 because plaintiff was not a party to said proceeding; because said proceeding was not simply in its scope and object a proceeding to compell certain officials to do their duty under the provisions of the act of the legislature of the State of Kansas providing for the registration of county bonds; that the validity of said bonds was not at issue in said proceedings; that the opinion of the said supreme court was not and could not be a judgment in said case invalidating said bonds; that the only judgment which said court could and did render in said case was a denial of the writ of mandamus; that plaintiff not being a party to said proceedings, is not bound by same, and was not compelled to take notice of same, and plaintiff denies that he ever had actual notice of same. Plaintiff says that each and every one of said one hundred bonds were duly registered by the auditor of the State of Kansas as provided by law, and that proceedings above referred to by William J. Lewis were had under the provisions of said law to compel certain officials of Bourbon County to discharge their duties under the provisions of said registration act, plaintiff having fully replied to answer of defendant.

Plaintiff denies notice of the several allegations in answer of defendant alleging irregularities in the elections held under several orders of the county commissioners of Bourbon County, and the several orders of said board of commissioners and all allegations alleging irregularity in the issue of said bonds & coupons. Plaintiff, for full and complete reply to answer of defendant, denies each and every allegation of the answer of defendant not hereinbefore specially denied.

Plaintiff for reply to amended answer denies that before the bonds sued on were issued or any contract or agreement made with reference
189 thereto the laws of the State of Kansas then and ever since in force limited the power of counties and cities in said State to issue bonds to railroad companies organized and incorporated under the laws of the State of Kansas, and prohibited the issue of bonds to railroad companies organized under the laws of other States; and plaintiff says that at the time of the original order of vote made by the board of commissioners of Bourbon County, for a long time prior and subsequent thereto, the Tebo and Neosho Railroad Company were engaged in the construction of the said railroad from the town of Sedalia in the State of Missouri to the city of Fort Scott in the State of Kansas.

That said railroad so being built was finally constructed to said city of Fort Scott.

That some time in the year 1870 the Missouri, Kansas & Texas Railroad Company, a corporation of the State of Kansas, bought the franchises, rights, and property, evidences of debt and assumed all contracts then existing of the Tebo and Neosho Railroad Company, and in good faith built and completed the railroad which was being constructed by the Tebo & Neosho Railroad Company to the city of Fort Scott in Kansas in accordance with the contract for subscription to the capital stock of said company by the County of Bourbon, and said road is in complete and full operation as stipulated in said contract.

Pl'tf prays judg't as originally prayed.

JOHN D. STEVENSON.
Att'y for Pl'ff.

(Endorsed:) No. 975. John H. Block vs. Bourbon County. Replication. Filed May 5, 1874. A. S. Thomas, clerk.

And on this day, to wit, the parties hereto file in the clerk's office of said court their stipulation in said entitled action, which said
190 stipulation, with the endorsements thereon, is in the words and figures following, to wit:

Stipulation.

In the United States circuit court for the district of Kansas.

JNO. H. D. BLOCK
vs.
THE COUNTY OF BOURBON.

It is hereby stipulated that this case be continued until the next term, when both parties agree to try this cause.

J. P. USHER,
With & for Plaintiff's Att'ys.
McCOMAS & McKEIGHAN,
Att'ys for Def't.

(Endorsed:) No. 975. Block vs. Bourbon County. Stipulation. Filed June 4, 1874. A. S. Thomas, clerk.

And on this day, to wit, June 3rd, 1874, in the June term, A. D. 1874, of said court, in the record of the proceedings thereof, in the said entitled cause, is the following entry, to wit:

Journal entry.

JOHN H. D. BLOCK
vs.
THE COUNTY OF BOURBON. } 975.

It is ordered by the court that this cause be, and the same is hereby, continued to the next term of this court as per stipulation filed herein.

And on this day, to wit, November 27, 1874, the defendant, by its attorneys, filed in the clerk's office of this court its amendment to answer

in said entitled cause, which said amendment to answer, with the endorsements thereon, is in words and figures following, to wit:

Amendment to answer.

191 In the circuit court of United States, district of Kansas.

JOHN H. D. BLOCK, PLAINTIFF,
vs.
THE COUNTY OF BOURBON.

Now comes the said defendant, by its attorneys, and for further answer and defence to the action of plaintiff herein, and by way of amendment to the answer heretofore filed herein, leave of court being first had and obtained, alleges and avers that the bonds and coupons set up and declared upon in the plaintiff's petition herein, and each and every of them, were and are at the date of their issuance utterly null and void, because the said defendant avers and alleges that before said bonds were issued or any contract or agreement made with reference thereto the laws of the State of Kansas then and ever since in force limited the power of counties and cities in said State to issue bonds to railroad companies, to companies organized and incorporated under the laws of the State of Kansas, and prohibited the issuance of bonds to railroad companies organized under the laws of other States; and said defendant avers and alleges that the Tebo and Neosho Railroad Company named in the bonds set up in plaintiff's petition was and is organized and incorporated under the laws of the State of Missouri, and by a special act thereof, as appears from said bonds, and not under the laws of Kansas. Wherefore the plaintiff has no cause of action.

McCOMAS & McKEIGHAN,
Attorneys for Defendant.

192 (Endorsed:) John H. D. Block vs. Bourbon County. Amendment to answer. Filed Nov. 27, 1874. A. S. Thomas, clerk. McComas & McKeighan, def't's att'ys.

And on this day, to wit, November 27, 1874, the parties, by their attorneys, filed in the clerk's office of said court their stipulation waiving jury in said cause; which said stipulation, with the endorsements thereon, is in words and figures following, to wit:

Stipulation waiving jury.

U. S. cir. court for district of Kansas. Nov. 7, 1874.

JOHN H. BLOCK, PL'FF,
against
BOURBON COUNTY, DEF'T.

The pl't'ff & def't, by their attorneys, hereby waive jury in above-entitled cause.

JOHN D. STEVENSON,
For Pl't'ff.
McCOMAS & McKEIGHAN,
Att'ys for Def't.

(Endorsed:) No. 975. Block vs. Bourbon County. Waiver of jury. Filed Nov. 27, 1874. A. S. Thomas, clerk.

And on this day, to wit, Friday, November 27th, 1874, in the November term, A. D. 1874, of said court, in the record of the proceedings thereof in the said entitled cause is the following entry, to wit:

Journal entry.

JOHN H. BLOCK
vs. } 975.
COUNTY OF BOURBON.

Now at this day came the said cause on for hearing. The plaintiff appeared in person and by his attorney, John E. Stevenson, and the said defendant by its attorneys, McComas & McKeighan, and a stipulation in writing signed by the parties waiving trial by jury having been
193 filed, said plaintiff and defendant introduced their evidence respectively; whereupon, by consent of parties, said cause is submitted to the court, the counsel for both plaintiff and defendant to furnish briefs in vacation, the plaintiff to have until the 10th of January, 1875, to file printed brief with the papers in the case, and to serve the defendant's attorney with a copy thereof by mail, and the defendant to have until the first of February, A. D. 1875, to file a brief, at which time the clerk of said court is directed to send all the papers and proofs in said cause to Hon. John F. Dillon, judge of said court, at Davenport, Iowa, and the court takes this case under advisement until the next term.

And on this day, to wit, November 27th, 1874, the parties by their attorneys filed in the clerk's office of said court their stipulation in said entitled cause; which said stipulation, with the endorsements thereon, is in words and figures following, to wit:

Stipulation.

JOHN H. BLOCK
vs. }
BOURBON COUNTY.

We agree to the following facts:

The Tebo and Neosho Railroad Co. commenced the building of its road in Missouri, and then sold all its franchises to the M., K. & T. R. W. Co.

The last-named company constructed the said road on in southwesterly course through Bourbon County, via Fort Scott, to Texas, and said road, so constructed, is now in full and complete operation.

JOHN D. STEVENSON,
Att'y for Pl'ff.
McCOMAS & McKEIGHAN.

194, 195 (Endorsed:) No. 975. John Block vs. Bourbon Co. Stipulation. Filed Nov. 27, 1874. A. S. Thomas, clerk.

196 UNITED STATES OF AMERICA,
District of Kansas, ss:

At a term of the circuit court of the United States for the district of Kansas, begun and held at Topeka, in said district, on Monday, November 22d, A. D. 1875—present, Hon. John F. Dillon and Hon. C. G. Foster, judges—at which term of said court the following proceedings amongst others were had and appear of record in the words and figures following, to wit:

THURSDAY, *November 25th, A. D.* 1875.

JOHN H. D. BLOCK, PLAINTIFF,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF the County of Bourbon, defendant. } 975.

Now on this 27th day of November, A. D. 1874, said cause came on for hearing.

The plaintiff appeared by John D. Stephenson, his attorney; the defendant appeared by its attorney, McComas & McKeighan; and a jury having been waived by written stipulation on file, said cause was submitted to the court on the evidence introduced and arguments of counsel, on consideration of which the court makes the following special findings of fact and conclusions of law:

From the evidence in this cause the court, to whom it was submitted (a jury being waived), finds specially the following facts:

1. The plaintiff is the owner of 20 bonds, from which part of the coupons in suit was detached, issued by the defendant, numbered from 131 to 150, inclusive, & purchased the same about June 1, 1871, in open market in St. Louis, Mo., & paid therefor in cash full
197 value, to wit, $13,800, without any actual notice of the defences now relied on by the county or any other defence.

2. One William J. Lewis is the owner of the remaining coupons in suit from which the said coupons were detached, to wit, bonds numbered from one to one hundred, & became the owner thereof for value & before maturity, & without actual notice of any defence thereto. The said coupons thus belonging to the said Lewis have been delivered to and are in the possession of the present plaintiff to collect for the benefit of Lewis, less expenses of collection, & the present plaintiff included them in this suit to lessen the expenses of collection of his own.

3. All the bonds aforesaid to which all of the coupons in suit were originally attached were in the form following:

No. .] STATE OF KANSAS. [$1,000.

Stock bond of Bourbon County.

Thirty years after date the county of Bourbon promise to pay to the Tebo and Neosho Railroad Company, a corporation organized by authority of the laws of the State of Missouri, and by virtue of an act of incorporation passed by the legislature of the State aforesaid, and approved the 16th day of January, 1860, or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the board of county commissioners of the county of Bourbon, Kas., dated March 8th, 1867.

198 D. GARDNER,
Chairman Board of County Commissioners, Bourbon County.

Attest: [SEAL.] C. FITCH, *Clerk.*

These bonds were issued in July, 1870, duly signed & executed under the seal of the county defendant, dated July 1, 1870.

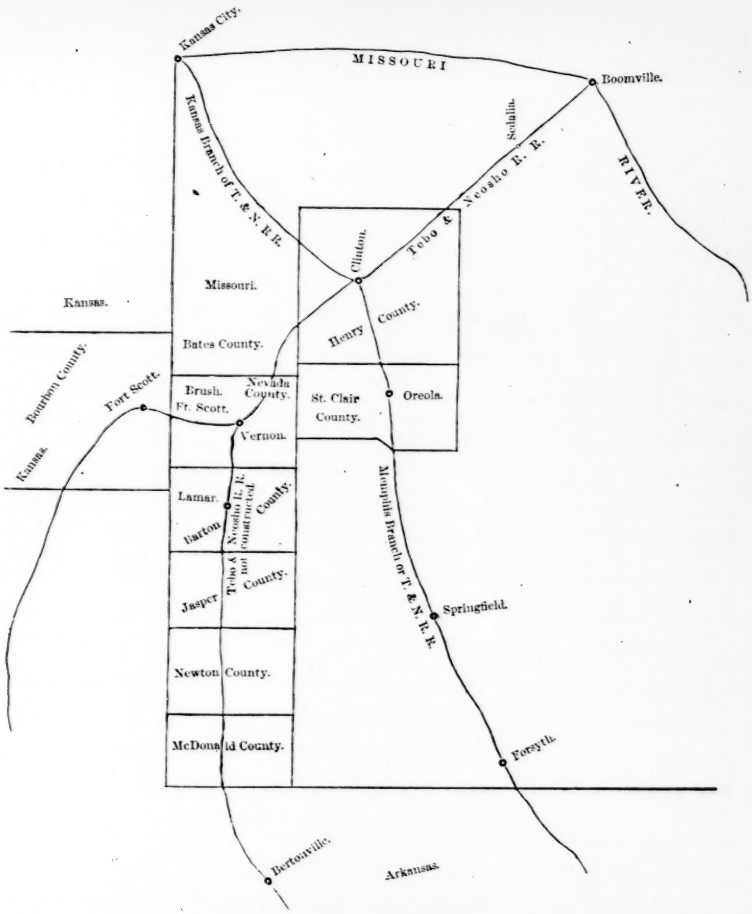
4. The Tebo and Neosho Railroad Company, unpayee of said bonds named, is a corporation chartered on the 16th day of January, 1860, by the legislature of Missouri, as recited in the bonds, the charter of which, it is agreed, may be considered as part of this finding. The sixth section thereof is as follows:

"SEC. 6. Said company shall have full power to survey, mark, locate, construct, maintain, and operate a railroad commencing at any point on the Pacific Railroad, between the west bank of the Lamine River and Muddy Creek, in Pettis County, by the most direct and practicable route in a southerly or southwesterly direction through Henry County, thence to some point on the State line between the northwest corner of Jasper County and the southeast corner of McDonald County, and for that purpose may hold a strip of land, not exceeding one hundred and fifty feet in width, with as many tracks as the president and directors may deem necessary: Provided, That in passing hills and valleys the said company are authorized to extend said width in order to effect said object. They may also hold sufficient land for the erection of depots, warehouses, water-stations, engine-houses, cattle-guards, wood and coal houses, and machine-shops, and may select such route as may be deemed most advantageous, and may extend branch railroads into and through any counties that the directors may deem advisable."

Sec. 15 of the act to incorporate the Osage Valley Railroad is
199 by the charter made applicable to the Tebo and Neosho Railroad.

"The said company shall have power to extend, construct, maintain, and operate their said railroad or branches beyond the limits of the State."

The following map is made part of this finding:



200 In October, 1870, the said Tebo and Neosho R. R. Company, under legislative authority from the State of Mo., sold & transferred all its rights, franchises, powers, & privileges south of Sedalio, Mo., including subscriptions to the Mo., Kansas & Texas Railway Co., a Kansas corporation, which completed the road begun by the said Tebo & Neosho Co., & which constructed the road in a southwesterly course through Bourbon Co. (defendant herein) via F't Scott to Texas, which road is now in full operation. The transfer to the said M. K. & T. R'y Co. is as follows:

We, the undersigned, Asa C. Marvin, president of the Tebo and Neosho Railroad Company, and Jonathan R. Barrett, secretary of said

company, do hereby certify that at a meeting of the stockholders of the said Tebo & Neosho Railroad Company, convened*ed* at Sedalia, Pettis County, State of Missouri, on the eleventh day of October, A. D. 1870, in pursuance of a call and notification to the stockholders of said company by the board of directors thereof, there being then and there present and represented and voting thirty-six thousand seven hundred & twenty-nine shares of the capital stock of said company, the following resolutions was unanimously adopted, to wit:

Resolved, That the stockholders of the Tebo & Neosho Railroad Company do hereby sell, assign, and convey to the Missouri, Kansas and Texas Railway Company, a corporation organized under the laws of Kansas, all of its privileges, rights, powers, franchises, real estate, and other property the whole or any part of which is in this State, excepting only such as belong to the extension of the Tebo & Neosho line north from Sedalia via Boonville, Fayette, and Moberly to the railroad-bridge at West Quincy, declared July 2nd, 1869, certificate of which, dated July 3rd, was filed in the office of secretary of state; and we
201 hereby authorize the officers of this company to execute the necessary papers for selling, conveying, and transferring the same upon the following terms:

That the Missouri, Kansas and Texas Railway Company shall create and issue its capital stock to the amount of thirty-six thousand five hundred and seventy-five shares, to be exchanged share for share for the stock of the Tebo & Neosho Railroad Company issued and agreed to be issued on its line of road south of Sedalia to Fort Scott and each of the towns, townships, cities, and counties south of Sedalia, and such individuals as having heretofore subscribed to the capital stock of the said Tebo & Neosho Railroad Company, and paying for the same according to the terms of the subscriptions, shall be entitled to receive stock of the Missouri, Kansas and Texas Railway Company, as in this article is provided for, upon the surrender to the Missouri, Kansas & Texas Railway Company of the shares of stock in said Tebo & Neosho Railroad Company so held by them, properly endorsed to the said Missouri, Kansas and Texas Railway Company; and said Missouri, Kansas and Texas Railway Company shall assume all indebtedness incurred for the construction or otherwise of the line between Sedalia and Fort Scott; and the said Missouri, Kansas & Texas Railway Company shall have, exercise, and enjoy all the rights, powers, privileges, and immunities of the original charter of Tebo & Neosho Railroad Company, and of the several amendments thereto, in the same manner and to the same extent as has been heretofore exercised and enjoyed by this company, or by the several shareholders whose stock shall be so exchanged, either or both.

And if hereafter it shall better suit the convenience of the Missouri, Kansas and Texas Railway Company, or be more advantageous in their estimation, we, the said stockholders, do hereby authorize the
202 board of directors of the Tebo & Neosho Railroad Company to enter into an agreement of consolidation of the Tebo & Neosho Railroad Company with the said Missouri, Kansas and Texas Railway Company on its issuing, share for share, its stock in exchange for the stock of the Tebo & Neosho Railroad Company as above provided.

And that the said resolution, after having been adopted by the holders of a majority of the stock of said Tebo & Neosho Railroad Company as aforesaid, was and is entered of record upon the minutes of said company.

And we further certify that the said sale and merger has been

assented to in writing by the holders of more than a majority of all the capital stock of the said Tebo and Neosho Railroad Company.

In testimony wherefor we, the said president and the said secretary, have hereunto set our names this nineteenth day of October, A. D. 1870, and caused the seal of the said Tebo and Neosho Railroad Company to be hereunto attached.

ASA C. MARVIN,
President of the Tebo & Neosho Railroad Company.

[SEAL.]

I. R. BARRETT,
Secretary of the Tebo & Neosho Railroad Company.

[Three 5-cent stamps cancelled.]

Recorded in office of sec'y of state of Missouri, November 26, 1870.

(Endorsed:) Certificate of sale & merger of the Tebo & Neosho Railroad Co. to & with the Missouri, Kansas & Texas Railway Company. Recorded on pages 316, 317, & 318, book R. R. Association. Francis Rodman, sec'y of state. Filed Nov. 26th, 1870. Francis Rodman, sec'y of state.

6. The following is the first order of the board of county commissioners of Bourbon County in relation to the said issue of the bonds in question:

At a meeting of the board of county commissioners of Bourbon County, Kansas, on the 8th day of March, A. D. 1867, the following proceedings were had in relation to a railroad election, to wit:

203 Be it ordered by the county commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall hereafter be organized that shall construct a railroad commencing at a point on the Tebo & Neosho Railroad, running westward via Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to be payable within thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon, and shall have received a majority of the votes cast in favor of the same, in pursuance of the provisions of an "Act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865; and that said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds"; and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the county commissioners of Bourbon County are satisfied that the road-bed of the Tebo & Neosho Railroad is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct the road-bed and connect the said point with the city of Fort Scott.

(Signed)

J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Com'rs.

Attest: J. S. EMMERT, *Clerk.*

204 STATE OF KANSAS,
County of Bourbon, ss:

I, J. S. Emmert, county clerk in and for said county, do hereby certify that the above is a correct copy of the order for an election to vote for and against issuing bonds, to be held on the 7th day of May, 1867, now on record in my office.

In witness whereof I have hereunto set my hand and the county seal this 25th day of March, A. D. 1867.

[L. S.] J. S. EMMERT,
County Clerk.

FORT SCOTT, *March* 8, 1867.

Board met pursuant to adjournment. Present, a full board.

Ordered, That an election be called on the first Tuesday in May, 1867, for the purpose of submitting the question of voting one hundred and fifty thousand dollars to any railroad running east to connect with the Tebo and Neosho Railroad, as per order published.

The following is a copy of order published, as :

Be it ordered by the county commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall hereafter be organized that shall construct a railroad commencing at a point on the Tebo and Neosho Railroad running westward via Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to be payable within thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the said county of Bourbon, and shall have received a majority of the votes cast in favor of the same, in pursuance of the provis-
205 ions of an "Act to authorize counties and cities to issue bonds to railroad companies," approved February 10, 1865; and the said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds"; and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the county commissioners of Bourbon County are satisfied that the road-bed of the Tebo and Neosho Railroad is completed to such a point that the amount of bonds shall be sufficient and adequate to construct the road-bed and connect the said point with the city of Fort Scott.

(Signed) J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT,
Clerk.

FORT SCOTT, *May* 10, 1867.

The board met pursuant to adjournment. Present, A. C. Primm and C. W. Johnson, commissioners, and J. S. Emmert, clerk. Proceed to can-

vass the returns of the election held on the 7th day of May, A. D. 1867, with the following:

Townships.	For railroad bonds.	Against railroad bonds.
Freedom	3	94
Timber Hill	4	140
Marion	14	74
Marmidon	20	49
Scott	411	7
Drywood	8	7
Brown		16
Osage	8	55
Total	468	442

Majority for bonds, 26 votes.

And it was declared that there was a majority of 26 votes cast
206 for railroad bonds. And it was also further certified that there was no evidence of an election having been held in the township of Franklin and Walnut.

The court finds the facts in relation to the vote in said Franklin Township to be as follows:

The poll-book did not reach the county seat until the afternoon of May 10, 1867, & not until after the county commissioners had canvassed the votes & adjourned; but the messenger with the poll-book notified one of the commissioners, Mr. Prim, on the street near the court-house, that he had arrived with the poll-book, & told the commissioner that the vote was all against the bonds, whereupon the commissioner informed the messenger that he was too late, as the board had completed the canvass and adjourned. One of the other commissioners resided in town. This poll-book was deposited with the others in the clerk's office the same day, but not opened.

At the next meeting of the board the clerk laid the poll-book of Franklin Township before the board, but they refused to open it because, as they said, it was too late, and it was filed with the other poll-books. Franklin Township cast four votes for and 134 against the proposition, & if the vote of that township had been counted in the canvass the proposition would have failed by more than 100 votes.

7. The following order was made by the board of commissioners of the defendant:

FORT SCOTT, *July* 23, 1869.

Board met pursuant to adjournment. Present, a full board.

The following proceedings were had under application from officers and directors of the Tebo and Neosho Railroad Company to the board to subscribe stock to said railroad, to wit:

Application being made to the board by the officers and directors of the Tebo and Neosho Railroad Company to subscribe stock to said
207 railroad company to the amount of $150,000, in pursuance of the railroad election held May 7, 1867, the board upon mature consideration decided that it was not advisable to make such subscription at the present time. It is, however, further considered by the board that the following order be made in the premises:

Be it ordered by the county commissioners of the county of Bourbon, and State of Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the State of Kansas, one hundred and

fifty thousand dollars to the capital stock of any railroad company now organized or that shall be organized hereafter that shall construct a railroad commencing at the city of Fort Scott, in the county and State aforesaid, running from thence west, north of the Marmaton River, upon the most practicable route, in the general direction of Humboldt, Allen County, Kansas, and that the bonds of said county be issued to said company for the payment of said subscription, said bonds to be payable within thirty years from the date thereof, and bearing interest, payable semi-annually, at the rate of seven per cent. per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon aforesaid, and shall have received a majority of the votes cast upon said proposition in favor thereof, in pursuance of the provisions of the statutes in such cases made and provided, and that said question shall be submitted to said electors at a special election on Tuesday the 24th day of August, A. D. 1869.

At the said election the votes shall be cast "For railroad bonds" and "Against railroad bonds"; and if it shall appear upon a canvass of the votes cast at said election, by the proper officers, according to law, that a majority of the votes cast upon said question are in favor of the
208 said subscription, then the above order shall be carried into practical operation by the issuing of the bonds to said company whenever the county commissioners of Bourbon County are satisfied that the bonds herein provided for, with the other resources of said company, shall be sufficient and adequate to complete the construction of the road-bed ready for the iron from the city of Fort Scott to the west line of Bourbon County.

And whereas some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, A. D. 1867, to the Tebo and Neosho Railroad Company; and whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of the county:

It is therefore ordered and provided, that the decision of this question by the qualified voters of said county at the said election in favor of such subscription shall be also a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company, and the board of county commissioners will accordingly, in such case, make the subscription authorized by said election of May 7, 1867, and will issue the bonds therein provided for, as soon as the terms and conditions of said subscription are complied with by said railroad company.

D. GARDNER,
Chairman.
S. ROBERTS,
DAVID R. COBB,
Commissioners.

8. The following orders were made by the board of commissioners of the defendant at the several dates respectively shown:

FORT SCOTT, *August* 27, 1869.

Board met pursuant to previous order to canvass the vote of the election held on the 24th inst. in relation to the railroad bonds. Present, a full board.

The following is the result of the election:

Townships.	For bonds.	Against bonds.
Osage	6	76
209 Freedom	9	114
Timberhill	18	144
Franklin	3	171
Marion	63	61
Marmaton	46	40
Scott	229	7
Fort Scott, first ward	504	0
Fort Scott, second ward	532	0
Drywood	13	30
Pawnee	5	60
	1 428	703

And it was declared that there was a majority for the railroad bonds of seven hundred and twenty-five (725), and that the question was carried subject to the conditions of the call for said election.

The propriety of subscribing stock to the Tebo and Neosho Railroad Company was duly considered, and the following action taken:

Whereas an election was held in the county of Bourbon and State of Kansas on the 7th day of May, A. D. 1867, upon the following proposition, to wit:

Be it ordered by the county commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall hereafter be organized that shall construct a railroad commencing at a point on the Tebo and Neosho Railroad, running westward via Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to be payable within thirty years from the date thereof, and bearing the interest at the rate of seven (7) per centum per annum: Provided, That said bonds shall not be issued
210 until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon, and shall have received a majority of all the votes cast in favor of the same, in pursuance of an "act to authorize counties and cities to issue bonds to railroad companies," approved February 10, 1865, and that said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds;" and if it shall appear, upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the county commissioners of Bourbon County are satisfied that the road-bed of the Tebo and Neosho Railroad is completed to such a point, that the amount of said bonds shall be sufficient and adequate to construct the said road-bed and connect the said point with the city of Fort Scott.

(Signed) J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT, *Clerk.*

Which said proposition was declared carried on a canvass of said votes, according to law, and so stand recorded on the public records of the county.

And whereas some question arose afterwards as to the propriety and legality of subscribing the stock then voted to the Tebo and Neosho Railroad Company, an election was ordered and held in said county of Bourbon and State aforesaid, upon the following proposition, to wit:

Be it ordered by the county commissioners of the county of Bourbon and State of Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad
211 company now organized, or that shall be organized hereafter, that shall construct a railroad, commencing at the city of Fort Scott, in the county of Bourbon and State aforesaid, running from thence west north of the Marmation River, upon the most practicable route, in the general direction of Humboldt, Allen County, Kansas; and the bonds of said county be issued to said company for the payment of said subscription; said bonds to be payable within thirty years from the date thereof, and bearing interest, payable semi-annually, at the rate of seven per cent. per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon aforesaid, and shall have received a majority of the votes cast upon said proposition in favor thereof, in pursuance of the provisions of the statute in such case made and provided; and that said question shall be submitted to said electors on Tuesday, the 24th day of August, A. D. 1869.

At the said election the votes shall be cast "For railroad bonds" and "Against railroad bonds"; and if it shall appear, upon a canvass of the votes cast at said election by the proper officers, according to law, that a majority of the votes cast upon said question are in favor of said subscription, then the above order shall be carried into practical operation by the issuing of bonds to the said company whenever the county commissioners of Bourbon County are satisfied that the bonds herein provided for, with the other resources of the said company, shall be sufficient and adequate to complete the construction of the road-bed ready for the iron from the city of Fort Scott to the west line of Bourbon County.

And whereas some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for
212 by the election of the 7th of May, A. D. 1867, to the Tebo and Neosho Railroad;

And whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of the county:

It is therefore ordered and provided, That the decision of the question by the qualified voters of said county at the said election, in favor of such subscription, shall also be a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company, and the board of county commissioners will accordingly, in such case, make the subscriptions authorized by said election of May 7, 1867, and will issue the bonds therein provided for as soon as the terms and conditions of said subscription are complied with by said railroad company.

(Signed) D. GARDNER, *Chairman.*
L. ROBERTS,
DAVID R. COBB,
Commissioners.

And whereas it appears from a canvass of the votes upon the proposition submitted on the 24th of August, 1869, that fourteen hundred and twenty eight (1,428) votes were cast in favor of said proposition, and seven hundred and three (703) votes were cast against the same, whereby the said last recited proposition was carried by a majority of all the votes cast, and the proposition voted upon at the election of the 7th day of May, 1867, was reaffirmed: Now, therefore, in pursuance of said vote and the authority vested in us by law, we, the board of county commissioners of Bourbon County, do hereby constitute and appoint W. A. Shannon our agent to represent the county before the board of directors of the Tebo and Neosho Railroad Company, and we hereby authorize and empower him, the said W. A. Shannon, to subscribe one hundred and fifty thousand dollars ($150,000) to the capital stock of the Tebo and Neosho Railroad Company, in the name and for the benefit of the county of Bourbon, said subscription to be made upon the
213 express conditions, which is hereby made a part of said subscription, that the bonds of said county of Bourbon in payment of said subscription shall not be delivered to said Tebo and Neosho Railroad Company, nor shall said county become liable for the payment of any portion of said subscription of stock, until the road-bed of the Tebo and Neosho Railroad Company is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct and complete the road-bed of said Tebo and Neosho Railroad, from Sedalia, in the State of Missouri, to said city of Fort Scott, in the State of Kansas. And provided further, that this subscription shall be void unless said road-bed shall be so completed from Sedalia to Fort Scott by or before the 1st day of January, A. D. 1872. And provided further, that no interest shall accrue or be paid on said bonds until the same shall have been delivered to said railroad company according to the terms and conditions before mentioned.

In testimony whereof the said board of county commissioners have hereunto subscribed their names and caused their seal to be affixed, at the city of Fort Scott, Kansas, on this 27th day of August, A. D. 1869.

(Signed) D. GARDNER,
LAWRENCE ROBERTS,
DAVID R. COBB,
Commissioners.

Attest: C. FITCH, *County Clerk.*

FORT SCOTT, *July* 1, 1870.

Pursuant to a call of a majority of the board, a meeting was held this day. Present, the chairman, D. Gardner, esq., and H. S. Rubel, commissioners. The object of the meeting being to consider some business relative to the Tebo and Neosho Railroad, to be laid before the board by parties representing said railroad.

In order to give time and opportunity for the consideration of the business referred to, it was on motion ordered that the board adjourn until to-morrow morning at 7 o'clock.

214 C. FITCH, *County Clerk.*

FORT SCOTT, *July* 2, 1870.

Board met pursuant to adjournment. Present, a full board.

The board proceeded to the consideration of the business for which they had convened.

Colonel P. A. LaDue, representing the Tebo and Neosho Railroad Company, was present. In view of the importance to the county of the

early completion to Fort Scott of the Tebo and Neosho Railroad, it was, on consideration by the board, ordered by the board of county commissioners of Bourbon County that there be prepared one hundred and fifty coupon bonds of the county of Bourbon, in the State of Kansas, in favor of the Tebo and Neosho Railroad Company, payable to said company or bearer, of the denomination of one thousand dollars each, bearing date the first day of July, A. D. 1870, and maturing thirty years after the date thereof, with interest at the rate of seven per centum per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, at which place the principal of said bonds shall be payable when the same matures, and that when said bonds be so prepared the same be signed by the chairman of the board of county commissioners and attested by the county clerk under the seal of the county court, and that the coupons be signed by said chairman and said clerk, and that when so signed the said bonds, together with the coupons thereto attached, be delivered to J. S. Emmert, of Fort Scott, as the trustee of the county of Bourbon, and of the said Tebo and Neosho Railroad Company, its successors or assigns, and that the said bonds be delivered to said company, its successors or assigns, when the conditions on which the said bonds were voted have been complied with.

Ordered further, that J. S. Emmert be, and he is hereby, ap-
214¼ pointed the agent of the said county and trustee of the said company, its successors or assigns, to receive the said bonds when duly signed as aforesaid, as such agent or trustee, and that he safely and securely keep said bonds until the said company, its successors or assigns, becomes entitled to the same under the conditions on which they were voted, and that he thereupon turn over and deliver said bonds to the said company, its successors or assigns, and that he enter into bonds in due form, with good and sufficient sureties, in the sum of three hundred thousand dollars ($300,000), for the faithful performance of the trust aforesaid, and that when he so deliver said bonds he shall detach therefrom all the coupons which have matured, and if none of them have matured, then such a number thereof as shall cover all the interest which shall have matured to the date of delivery of said bonds, and return the said coupons to the board of county commissioners, to be canceled in their presence.

Ordered further, that the stock of the county in the Tebo and Neosho Railroad Company be sold and assigned to the Land Grant Railway and Trust Company of New York for the consideration of five dollars ($5), and that the board of county commissioners sign the transfer upon the express conditions and terms as recited in the written contract this day duly executed and filed in the office of the county clerk of Bourbon County, Kansas, for the purposes above specified.

The above minutes were duly approved by the board.

Adjourned.

Order.

FORT SCOTT, KAN., *Jan.* 2, 1871.

Board met pursuant to provisions of law. Present, M'r David R. Cobb, chairman of board, and H. S. Rubel, commissioners.

The county clerk laid before the board the receipts and other papers relating to the delivery of the one hundred and fifty thousand
214½ dollars ($150,000) of bonds of the county to the Tebo and Neosho Railroad Company, showing the delivery of said bonds to have been made by the county clerk, on the order and by direction of the chairman of the board, on the 5th day of November last, coupons to the

amount of seventeen hundred and fifty dollars being first detached to cover interest from July 1st to September 1st, 1870. It is ordered by the board that said delivery be hereby approved.

And now this day comes P. A. LaDue, esq., agent of the said Tebo and Neosho Railroad Company, and asks that the certificate of stock issued to the county to the amount of one hundred and fifty thousand dollars ($150,000), dated November 26, 1870, be assigned to Levi Parsons, trustee, for the persons composing the Land Grant Railway and Trust Company of the city of New York, in conformity with the action of this board taken and made by them of record on the 2d day of July, 1870.

It is now, therefore, ordered by the board that the assignment be so made, and all action thereto relating is hereby confirmed.

Adjourned.

FORT SCOTT, KANSAS, *June 27th, A. D.* 1872.

At the request of two members of the board the chairman called a special meeting of the board.

Board this day met pursuant to the call. Present, T. W. Chapman, chairman, and J. W. Barnum and B. R. Wood, commissioners.

The question as to the proper canvass of the votes cast May 7th, 1867, being raised, the board proceeded to examine the records of the board under date of May 10th, tenth, 1867, and found that the votes cast in Walnut and Franklin Townships were not included in the canvass of the votes on that day.

The clerk furnished the poll-book of Franklin Township, which had heretofore remained sealed and unopened since it had been delivered by the messenger of said township. The poll-book of Franklin
215 Township, aforesaid, being opened, shows that one hundred and thirty-four votes were cast at said election against the proposition to vote bonds to the Tebo and Neosho Railroad Company and four votes for the proposition. Adding the said vote of Franklin Township to the vote as canvassed May 10th, 1867, the proposition to vote to issue the said bonds to the Tebo and Neosho Railroad Company is declared by the board to be defeated by a majority of 104 votes.

In view of the above facts, and the further fact that the order as published, submitting the proposition to vote bonds to the said Tebo and and Neosho Railroad Company under date of March 8th, 1867, as appears upon the records of said board, was not published in proper and corresponding form with said record, the board of county commissioners of Bourbon County aforesaid hold that said bonds are void, and were not issued in due form of law and in accordance with the requirements of the statutes of the State of Kansas in such cases made and provided, and that the subsequent order dated July 23rd, 1869, did not submit said proposition, as the law requires, to the people, and that the validity of the bonds afterwards issued to said railroad company in violation of law and the will of the people as expressed at said election is based upon the order of March 8th, A. D. 1867 (eighteen hundred and sixty-seven), as the face of said bonds show, and that they are, therefore, of no legal force and value, and that under a strict construction of the law this board cannot recognize the said bonds as a part of the indebtedness of the county of Bourbon aforesaid, and further hold that the treasurer of the county of Bourbon should not pay the interest due July 1st, 1872, on said bonds for the foregoing reasons.

Therefore be it ordered by the board of county commissioners
216 of the county of Bourbon, in the State of Kansas, that C. A.

Morris, the county treasurer of said county, be and he is hereby ordered and required to withhold the payment of the interest falling due July 1st, 1872, on the bonds of one hundred and fifty thousand dollars, No. 1 to 150 inclusive, issued by a former board of said county to said railroad company, and to notify the New York National Exchange Bank, in the city of New York, as the fiscal agents of this said county, that no more interest will be paid on said bonds, and that the principal will not be paid at maturity.

By order of the board.

THOS. W. CHAPMAN,
Chairman.
J. W. BARNUM,
Commissioner.
B. R. WOOD,
Commissioner,

Attest. JAMES H. BROWN, *County Clerk.*

Minutes read and approved before being signed.
On motion the board adjourned sine die.

JAMES H. BROWN,
County Clerk.

9. The following is an official abstract statement of the financial condition of Bourbon County, Kansas, for the year ending November 30, A. D. 1870, made in conformity with section 56, chapter 25, and section 75, chapter 107, of the general statutes:

Amount expended for county purposes for the year		$36,319 45
Amount of county orders outstanding		27,333 92
County bonds for building bridges and internal improvement; amount outstanding	31,700 00	
Accrued interest	920 83	
		32,620 83
County bonds issued to railroad companies: To Missouri River, Fort Scott and Gulf Railroad Company	150,000 00	
Accrued interest	4,375 00	
		154,375 00
217 To Missouri, Kansas and Texas Railroad Company	150,000 00	
Accrued interest	2,625 00	
		152,625 00
Certificate of indebtedness to meet balance of interest due the M. R., F. S. & G. R. R. Company	2,150 00	
Accrued interest	89 55	
		2,239 55
Certificate of indebtedness to county agricultural society	3,000 00	
Accrued interest	75 00	
		3,075 00
Total liabilities		372,269 30

Abstract of taxes levied for the year 1870.

Total amount of taxable property, $4,236,061.00.

	Rate in mills.	Rate per $100.	Amount.
Am't of tax levied to meet interest on railroad bonds..	6½	65	$27,532 77
Am't of tax levied for State sinking fund	½	05	2,287 53
Am't of tax levied for State interest fund	1¼	12½	5,771 98
Am't of tax levied for State tax (gen'r'l)	6	60	27,438 31
Am't of tax levied for county tax, including appr'n to agr'l society	11	1 10	46,596 25
Am't of taxes levied to meet interest on bridge bonds..	2 3/10	23	9,742 39
Am't of tax levied for State school fund	1	10	4,574 16
Am't of tax levied to meet jail bonds and interest.	6/10	06	2,543 24
218 Township tax levied			106 19
Road tax levied			1,560 95
City tax levied (all funds except sch'l)			24,577 63
School district taxes, all funds			44,734 57
Total am't levied for 1870			$197,412 03

Total population of Bourbon County, Kansas, as per census returns of 1870, 15,091.

This abstract was furnished the plaintiff at the time of his purchase of the bonds in suit.

The defendant levied and collected taxes for 1870, 1871, 1872, to pay interest on the bonds in suit & paid the three first installments of interest thereon.

10. The following is the record of the suit of the said William J. Lewis (the same Lewis mentioned in the second special finding, supra) against the said county of Bourbon (defendant herein in the supreme court of Kansas), including the opinion of said supreme court in support of its judgment therein, to wit, which record, judgment, and opinion of the supreme court of Kansas is attached to the defendant's answer herein, and marked Exhibit A to said answer, which is hereby referred to and made a part of this finding.

The official report of the case of Lewis v. Bourbon County is contained in 12 Kansas Reports, p. 186, et seq.

11. The coupons numbered 4, amounting to $3,500, in suit herein, originally attached to said bonds numbered from one (1) to one hundred (100), are the same coupons in controversy in the said mandamus proceedings in the supreme court of Kansas, & are still owned by the said Lewis as the real and beneficial owner though they are in
219 possession of the plaintiff for collection as hereinbefore stated and found.

CONCLUSIONS OF LAW.

Upon the foregoing facts the court finds the following conclusions of law:

1. That under the act of the Kansas Legislature of February 10, 1865, as amended February 26, 1866, and the act of February 25, 1868, the bonds and coupons are valid in the hands of a bona fide holder for value without notice of the defenses set up in the answer.

(To which finding the defendant excepted.)

2. Under the statutes of Kansas, which treat mandamus as a civil action and the judgment therein as final, the plaintiff is estopped

by the proceedings in mandamus had in & by the judgment therein rendered by the supreme court of Kansas, as respects all coupons on bonds numbered 1 to 100, inclusive; as to these coupons defendant is entitled to judgment.

(To which finding the plaintiff excepted.)

As to the others the plaintiff is entitled to judgment.

(To which finding the defendant excepted, & final judgment was entered accordingly as of the Nov. term, 1874, when this cause was submitted.)

JOHN F. DILLON, *Circuit Judge.*

It is, therefore, considered, ordered, and adjudged that the plaintiff have and recover of and from the said defendant the sum of three thousand and eighty-three $\frac{40}{100}$ dollars, being coupons on bonds owned by the plaintiff numbered from one hundred and thirty-one to one hundred and fifty, and his costs of suit taxed at $.

It is adjudged that the defendant have and recover judgment
220, 221 against the said plaintiff on all coupons set out in the petition on bonds numbered from one to one hundred inclusive.

This entry & judgment to be made as of the November term, 1874, when the cause was submitted.

JOHN F. DILLON, *Judge.*

222 And on this day, to wit, December 1st, 1875, the defendant, by its attorneys, filed in the clerk's office of said court its supersedeas bond in said entitled cause, which said supersedeas bond, with the endorsements thereon, is in the words and figures following, to wit:

Supersedeas bond.

In the Supreme Court of the United States.

BOARD OF COUNTY COMMISSIONERS OF BOURBON County, Kansas, plaintiff in error,
vs.
J. H. D. BLOCK, DEFENDANT IN ERROR.

Know all men by these presents that we, T. W. Tallman, C. F. Drake, and B. P. McDonald are held and firmly bound unto J. H. D. Block of S't Louis, Missouri, in the sum of five thousand dollars, lawful money of the United States, to be paid to the said J. H. D. Block, his executors or administrators, to which payment, well and truly to be made, we bind ourselves and each of us jointly and severally, and our and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated this 30 day of November, 1875.

Whereas the above-named board of county commissioners of Bourbon County hath prosecuted a writ of error to the Supreme Court of the United States from the circuit court of the United States for the district of Kansas, in the eighth circuit, for the purpose of reversing a judgment rendered in said court in favor of the said J. H. D. Block against the said county of Bourbon for the sum of three thousand eighty-three $\frac{40}{100}$ dollars:

Now, therefore, the condition of this obligation is such that if the said Bourbon County, Kansas, shall prosecute its said writ of error to effect without delay, and answer all costs and damages if it shall fail to

223 make good its plea, then this obligation shall be void, else remain in full force and virtue.

T. W. TALLMAN. [SEAL.]
C. F. DRAKE. [SEAL.]
B. P. McDONALD. [SEAL.]

Bond approved December, 1875.

[SEAL.] JOHN F. DILLON, *Judge.*

(Endorsed:) No. 975. John H. C. Block vs. Bourbon County. Supersedeas bond. Filed Dec. 1, 1875. A. S. Thomas, Clerk.

224 UNITED STATES OF AMERICA,
District of Kansas:

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy from the record of all the proceedings in the action of John H. D. Block vs. The Board of County Commissioners of the County of Bourbon, No. 975, in said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at my office in Topeka, in said district of Kansas, this eleventh day of January, A. D. 1876.

[SEAL.] A. S. THOMAS, *Clerk.*

225 In the district court U. S. for the district of Kansas, Nov. 7, 1875.

JOHN H. C. BLOCK, PLAINTIFF,
against
THE BOARD OF COUNTY COMMISSIONERS OF the County of Bourbon.

It is hereby agreed and stipulated that the clerk of this court shal[1] prepare but one record, to which shall be attached writs of error and citations in this cause, to be forwarded to the clerk of the Supreme Court of the U. S., the cost of said record to be paid by both the plaintiff and def't, one half each. It is further agreed, the published map of Missouri, known as Cram's map, railroad and townships of Missouri, 1875, shall be the map used on hearing of case in Supreme Court of U. S., to be furnished by the parties.

JOHN D. STEVENSON, *Att'y for Pl'ff.*
A. L. WILLIAMS, *Att'y for Board of Co. Com'rs.*

(Endorsed:) No. 975. John H. C. Block vs. Board of Co. Com's of Bourbon Co. Stipulation as to record in Supreme Ct. Filed Nov. 25, 1875. A. S. Thomas, clerk.

226 UNITED STATES OF AMERICA, *District of Kansas, ss:*

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and perfect copy of the stipulation as to record, with the endorsements thereon, in the action of John H. C. Block vs. Board of County Commissioners of Bourbon County, No. 975, in said court.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at my office in Topeka, in said district of Kansas, this 19th day of January, A. D. 1876.

[SEAL.] A. S. THOMAS, *Clerk.*

227 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court before you, between John H. D. Block and the board of county commissioners for the county of Bourbon, a manifest error hath happened, to the great damage of the said plaintiff, as by its complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States of America, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error
228 what of right and according to the laws and custom of the United States should be done.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 25th day of November, A. D. 1875.

[SEAL.] A. S. THOMAS, *Clerk.*

Allowed by—

JOHN F. DILLON, *Judge.*

(Indorsed:) No. 975. J. H. D. Block vs. The Board of County Commissioners of the County of Bourbon. Writ of error. Filed Nov. 25, 1875. A. S. Thomas, clerk.

229 To the board of county commissioners of the county of Bourbon, in the State of Kansas:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, at the term thereof to be held at Washington on the second Monday in October, A. D. 1876, to answer to a writ of error sued out of said court to the circuit court of the United States for the district of Kansas, wherein John H. C. Block is plaintiff in error and the board of county commissioners of the county of Bourbon, in the State of Kansas, is defendant in error.

Nov. 26, 1875.

JOHN F. DILLON,
Judge of of *the Circuit Court of the U. S. for the Dist. of Kansas.*

The defendant in error accepts service of this citation on the 26 of November, 1875.

BOARD OF COUNTY COMMISSIONERS OF BOURBON CO.,
By A. L. WILLIAMS,
Their Attorney.

(Indorsed:) No. 975. John H. C. Block vs. The Board of County Commissioners of the County of Bourbon. Citation on the board of county commissioners of the county of Bourbon. Filed Nov. 25, 1875. A. S. Thomas, clerk.

230 In the Supreme Court of the United States, of the October term, in the year of our Lord eighteen hundred and seventy-six.

THE COUNTY COMMISSIONERS OF BOURBON County, Kansas, pl'ff's in error,
vs.
J. H. D. BLOCK, DEF'T IN ERROR.

Afterwards, to wit, on the second Monday of October, in the year of our Lord eighteen hundred and seventy-six, at this same term, before the justices of the Supreme Court of the United States, at the Capitol at the city of Washington, come the county commissioners of Bourbon County, Kansas, by their attorney, and say that in the record and proceedings aforesaid there is manifest error in this:

231 Upon the findings of fact made by the circuit court upon the trial of this cause the judgment should have been for the defendants in the court below and not for the plaintiff.

Second. The said facts found by the said circuit court show as a matter of law that the bonds from which the coupons sued on were detached were void for want of power under the law on the part of the commissioners of the said county of Bourbon to issue them, wherefore the judgment in the said circuit court ought to have been in favor of the plaintiffs in error.

And the said county commissioners pray that the judgment aforesaid may be reversed, annulled, and altogether held for naught, and that they may be fully restored to all things that they may have lost by occasion of said judgment.

A. L. WILLIAMS,
Attorney for Plaintiffs in Error.

(Indorsed:) In the Supreme Court of the U. S. The County Commissioners of Bourbon County, Kans., vs. J. H. D. Block. Assignment of errors. Filed Oct. 9, 1876. A. S. Thomas, clerk.

232 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, between John H. D. Block, plaintiff, and The Board of County Commissioners of the County of Bourbon, defendant, a manifest error hath happened, to the great damage of the said defendant, as by its complaint appears, we being willing that error, if any hath been, should be duly corrected, and fully and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and custom of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the

Supreme Court of the United States of America, this 26th day of November, A. D. 1875.

[SEAL.]

A. S. THOMAS,
Clerk of the Circuit Court of the United States for the District of Kansas.

Allowed by—

JOHN F. DILLON,
Circuit Judge.

(Indorsed:) No. 975. Board of Co. Com's of Bourbon Co., K's, vs. J. H. D. Block. Writ of error. Filed Dec. 1, 1875. A. S. Thomas, clerk.

233 To JOHN H. C. BLOCK:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, at the term thereof to be held at Washington, D. C., on the second Monday in October, 1876, to answer to a writ of error sued out of said court to the circuit court of the United States for the district of Kansas, wherein John H. C. Block is the plaintiff in error, and the Board of County Commissioners of County of Bourbon, State of Kansas, is plaintiff in error.

Nov. 26, 1875.

JOHN F. DILLON,
Judge of the Circuit Court of the United States for the District of Kansas.

We, plaintiff in error, accepts of this citation on the 26th of November, 1875.

JOHN C. H. BLOCK,
Def't in Error.

(Indorsed:) No. 975. County of Bourbon, pl'ff in error, vs. John H. C. Block, d'f't in error. Citation. Filed Nov. 25, 1875. A. S. Thomas, clerk.

(Indorsement on cover:) No. 234. The Board of County Commissioners of the County of Bourbon, Kansas, pl'ff in error, vs. John H. D. Block. Kansas C. C. U. S. Filed 13th October, 1876. And No. 290. John H. D. Block, plaintiff in error, vs. The Board of County Commissioners of the County of Bourbon. Cross writ. Filed 23 October, 1876.

IN THE

SUPREME COURT OF THE UNITED STATES.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON, KANSAS,
Plaintiff in Error,

vs.

JOHN H. D. BLOCK.

No. 234.

JOHN H. D. BLOCK,
Plaintiff in Error,

vs.

THE BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS.

No. 290.

WRIT OF ERROR AND CROSS WRIT TO THE CIRCUIT COURT OF THE UNITED STATES, DISTRICT OF KANSAS.

BRIEF OF BLOCK IN BOTH CASES.

JOHN D. STEVENSON,
Attorney for Block.

IN THE

SUPREME COURT OF THE UNITED STATES.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON, KANSAS,

Plaintiff in Error,

v.

JOHN H. D. BLOCK.

No. 234.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE DISTRICT OF KANSAS.

BRIEF OF DEFENDANT IN ERROR.

STATEMENT OF CASE.

Defendant in error brought his suit in Circuit Court for the District of Kansas, upon overdue coupons, detached from bonds made and issued by Bourbon County, Kansas, amounting in the aggregate to the sum of $16,800.

The petition alleges that the County of Bourbon is a corporation, under the laws of Kansas. That the plaintiff in error, in consideration of a subscription to the capital stock of the "Tebo and Neosho Railroad Company," a corporation of the State of Missouri, made and delivered to said Tebo and Neosho Railroad Company its bonds to the amount of $150,000, with interest coupons attached, each of said bonds being for the sum of one thousand dollars, expressed on their face to be for value received, payable thirty years after date, bearing interest at the rate of seven per cent. per annum, payable semi-annually, principal and interest payable at the New York National Exchange Bank in the City of New York, signed by the chairman of the Board of County Commissioners, attested by the Clerk of the County, and sealed with the seal of the County of Bourbon, dated July 1st, 1870. A copy of the bond and coupons is set out in the petition, as follows:

STATE OF KANSAS.

STOCK BOND OF BOURBON COUNTY.

No. —— $1,000.

Thirty years after date, the County of Bourbon promise to pay to the Tebo and Neosho Railroad Company, a corporation organized by authority of the laws of the State of Missouri, and by virtue of an act of incorporation passed by the Legislature of the State aforesaid, and approved the 16th day of January, 1860, or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually at the New York National Exchange Bank, in the City of New York, from and after the first day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the Board of County Commissioners of the County of Bourbon, Kansas, dated March 8th, 1867.

[Seal.] D. GARDNER,
Chairman Board of County Commissioners,
Attest: Bourbon County.
C. FITCH, Clerk.

FORT SCOTT, KANSAS, July 1st, 1870.

Treasurer of Bourbon County will pay bearer thirty-five dollars, at the New York National Exchange Bank, in the City of New York, being semi-annual interest due on the —— day of ——, 18—, on the bond of the County of Bourbon, No. —, to the Tebo and Neosho Railroad Company, issued in pursuance of an order of the Board of County Commissioners of said County, dated March 8th, 1867.

D. GARDNER,
Chairman Board of County Commissioners,
Bourbon County.
C. FITCH, County Clerk.

Petition further states that plaintiff in error, by the laws of Kansas, was duly authorized to make said bonds; that plaintiff in error did make, execute and deliver said bonds to the Tebo and Neosho Railroad Company; that plaintiff in error received in consideration of said bonds an equivalent amount of the capital stock of the Tebo and Neosho Railroad Company, and afterwards sold same; that the Tebo and Neosho Railroad Company sold said bonds in open market for value; that the defendant in error purchased part of said bonds for value; that he is the holder of all the coupons sued on, the same being detached from said bonds; that for the

years 1871 and 1872 plaintiff in error duly levied and collected the taxes requisite and necessary to pay the interest on said bonds, and did pay the first three instalments of interest on said bonds as the same became due and payable. Petition alleges that said bonds were duly registered under the registration act of the State of Kansas. Judgment is asked for the sum of $16,800 and interest.

The answer of plaintiff in error contains general denial of the petition, specially denies that the question of subscribing to the capital stock of the Tebo & Neosho Railroad Company was submitted to the voters of Bourbon County; denies that the Board of County Commissioners of Bourbon County ever had power to issue the bonds; denies that said bonds were issued by authority of law; denies that D. Gardner was Chairman of the Board of County Commissioners at the time said bonds were signed; denies that said bonds were bought in open market for value; denies that order of March 8th, 1867, was ever made; admits incorporation of Tebo & Neosho Railroad Company; denies order for election was published; admits election of May 10th, 1867, but says the proposition was defeated; admits canvass of the returns of the election by the Board of County Commissioners, but avers said canvass was not a canvass of full vote; admits the Board of County Commissioners declared a majority of the vote cast to be in favor of the subscription and issue of the bonds; alleges a forged interlineation of the record of the Board of County Commissioners; denies a subscription to the capital stock of the Tebo & Neosho Railroad Company, and denies issue of the stock; avers that additional poll book of Franklin township was received by the clerk after the adjournment of the Board, which would have changed the result; that the

Board of County Commissioners at their next meeting was advised of the existence of the returns from Franklin township, but refused to notice the same; avers that this was the only vote ever had, and for further answer and defence says that Wm. J. Lewis is the owner of the said bonds, number from one to one hundred.

Plaintiff in error pleads in bar to a recovery upon the coupons detached from said bonds, the judgment rendered in the Supreme Court of the State of Kansas in a certain original proceeding in said court, wherein said William J. Lewis was petitioner and Bourbon County was respondent, said proceeding being an application for a writ of mandamus against the County Commissioners of Bourbon County and James H. Moore, County Clerk of Bourbon County. (D)

The answer avers full notice in defendant in error of all the averments of said answer before he purchased or came into possession of any of the bonds or coupons mentioned in defendant in error's petition.

Plaintiff in error also averred that before the bonds sued on were issued, or any contract or agreement made with reference thereto, the laws of the State of Kansas, then and since in force, limited the powers of counties and cities in said State to issue bonds to railroad companies organized and incorporated under the laws of the State of Kansas, and prohibits the issue of bonds to railroad companies organized under the laws of other States. The answer concludes with a prayer of judgment. (E)

The replication of defendant in error denied that the order of the Board of County Commissioners of Bourbon County, made March 8th, 1867, as the same is set forth in said an-

swer, is a true recital of said order. That said Board was not in session on said 8th day of May, 1867, and that said day was not a part of the regular meeting or time of said Board; that the Tebo & Neosho Railroad Company was restricted by its charter, as set up in said answer; that no order in respect to said election had been published; that the voters of Walnut township had no notice of the election of May 7th, 1867; that it was the duty of the judges of the election to canvass the vote cast at said election; that there was a forged interlineation of the record of the proceedings of the Board of County Commissioners as alleged; that the poll books of Franklin township were brought to the County Clerk's office immediately after the Commissioners left the Court House; that at the first meeting of the Board of County Commissioners after said 10th of May, 1867, they were informed that the poll books of Franklin township were in the office of the County Clerk, said Commissioner declined to open the same; that William J. Lewis was still the owner of bonds mentioned from one to one hundred; that William J. Lewis ever commenced any proceeding in the Supreme Court of the State of Kansas wherein was involved the validity of said bonds or coupons, or that this plaintiff in error was in any manner affected by said proceeding. And for further reply, the replication alleged that the plaintiff in error was by the provisions of an act of the Legislature of the State of Kansas entitled, "An Act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865, and subsequent acts of said Legislature passed at the session of 1866, 1867 and 1868, fully authorized to subscribe to the capital stock of the Tebo & Neosho Railroad Company the sum of $150,000, and to issue

bonds for the payment of same. That the plaintiff in error did in pursuance of law, and under the order of the Board of County Commissions of Bourbon County, made July 23d, 1869, subscribe to the capital stock of the Tebo & Neosho Railroad Company the sum of $150,000, and in payment of same did issue the coupon bonds of the County of Bourbon, of which issue the bonds and coupons set forth in defendant in error's petition were a part; that said order last mentioned was made in order to carry out the original order made on the 8th of March, 1867.

That said order of March 8th, 1867, was in accordance with law, and that an election was ordered and held under said order, and that the vote of the qualified voters of Bourbon County, at the election held under said order, on the 7th day of May, 1867, was duly canvassed by the Commissioner of Bourbon County, and the proposition submitted was declared on said canvass to be carried affirmatively by a majority of the votes cast; that it was the desire of plaintiff in error to secure a railroad as stated in said order, and that afterwards the voters of Bourbon County, at a second election, held on 27th day of August, 1869, reaffirmed the vote of May 7th, 1867, and assented to the subscription under the original order of March 8th, 1867, directing said subscription to be made and the bonds to be issued; that the Tebo and Neosho Railroad Company did build the proposed road, and the same is now in full operation; that the plaintiff in error received its certificate of stock in said Tebo and Neosho Railroad, in consideration of its subscription and the bonds of Bourbon County, with coupons attached, a part of which bonds and coupons are referred to in defendant in error's petition, and for a consideration sold said stock.

That plaintiff in error had legal authority to issue the bonds and coupons sued on, and in pursuance of such legal authority did issue the same, and the same were purchased by defendant in error in open market and for value. That defendant in error is the holder of each and every coupon sued on; that all defendant in error, as purchaser of said bonds, was required to do, was to ascertain that the plaintiff in error had the power to make the instruments sued on, and did make the same; that he was not required to go behind the orders of the Board of County Commissioners of Bourbon County, reciting the facts of an election and declaring the results of several elections held in Bourbon County, and that plaintiff in error was precluded by the said several orders from all inquiry into the informalities which may have existed in regard to said election, if any did exist, which defendant in error denied; that the plaintiff in error, after the issue of the bonds and coupons sued on, regularly levied taxes year after year to pay the coupons, for interest, attached to the bonds issued by the plaintiff in error, of which the bonds sued on are a part, collected said taxes and paid said interest; that plaintiff in error received its certificate of stock in the Tebo and Neosho Railroad Company, in consideration of said bonds, and afterward sold the same for a valuable consideration; that plaintiff in error, by order of the Board of County Commissioners, refusing to pay further interest on said bonds above described, refuse to pay the same, because, as they allege, the Tebo and Neosho Railroad Company, or the Missouri, Kansas & Texas Railroad Company, have failed to comply with some contract with regard to machine shops, but do not in said order pretend to repudiate said bonds because of want of authority to make same; that plaintiff in error has repeatedly, by pay-

ments of interest to defendant in error and with parties to whom said bonds were sold, waived all irregularities, if any existed, in the issue of said bonds; that by reason of the several acts above set forth, the plaintiff in error was estopped to deny the validity of said bonds and coupons in the hands of defendant in error.

Replication further alleged that defendant in error was not barred in the prosecution of his suit upon coupons detached from bonds numbered from one to one hundred, by reason of the proceedings before the Supreme Court of Kansas, instituted by one William J. Lewis on the 21st day of January, 1873, because defendant in error was not a party to said proceeding; because said proceeding was not simply in its scope and object a proceeding to compel certain officials to do their duty under the provisions of the act of the Legislature of the State of Kansas providing for the registration of county bonds; that the validity was not at issue in said proceedings; that the opinion of the said Supreme Court was not and could not be a judgment in said case invalidating said bonds; that the only judgment which said court could and did render in said case was a denial of the writ of mandamus; that defendant in error, not being a party to said proceedings, is not bound by same, and was not compelled to take notice of same, and defendant in error denied that he ever had actual notice of same; that each and every one of said one hundred bonds were duly registered by the Auditor of the State of Kansas, as provided by law, and that proceedings by William J. Lewis, above referred to, were had under the provisions of said law to compel certain officials of Bourbon County to discharge their duties under the provisions of said registration act, defendant in error having fully replied to answer of plaintiff in

error. The replication further denied notice of the several allegations in the answer of plaintiff in error, alleging irregularities in the elections held under several orders of the County Commissioners of Bourbon County, and the said orders of the Board of Commissioners, and all allegations alleging irregularity in the issue of said bonds and coupons.

The replication, for complete and full reply to answer of plaintiff in error, denied each and every allegation in said answer not therein before specially answered.

Replication for reply to amended answer denied that before the bonds sued on were issued, or any contract or agreement made with reference thereto, the laws of the State of Kansas, then and ever since in force, limited the power of counties and cities in said State to issue bonds to railroad companies organized and incorporated under the laws of the State of Kansas, and prohibited the issue of bonds to railroad companies organized under the laws of other States; and the replication alleges that at the time of the original order of vote made by the Board of Commissioners of Bourbon County, and for a long time prior and subsequent thereto, the Tebo and Neosho Railroad Company were engaged in the construction of the said railroad from the town of Sedalia, in the State of Missouri, to the city of Fort Scott, in the State of Kansas; that said railroad so being built was finally constructed to said city of Fort Scott.

That some time in the year 1870 the Missouri, Kansas and Texas Railroad Company, a corporation of Kansas, bought the franchises, rights and property, evidences of debt, and assumed all contracts then existing of the Tebo & Neosho Railroad Company, and in good faith built and completed the railroad which was being constructed by the Tebo & Neosho

Railroad Company, to the City of Fort Scott, in Kansas, in accordance with the contract for subscription to the capital stock of said Company, by the County of Bourbon, and said road is in complete and full operation as stipulated in said contract. Replication prayed judgment as originally prayed.

EVIDENCE.

Defendant in error first introduced the following laws of the State of Kansas:

The acts of February 10, 1865.

Amendatory act of February 6, 1866.

Act of February 25, 1868. Also

Original bond sued on.

Coupons sued on, each due respectively J Jan. 1st, 1873, July 1st, 1873, Jan. 1st, 1874.

The following orders of the Board of Co Bourbon County, to-wit:

Certified copy of order of March 8, 1867.

" " " May 10, 1867.

" " " July 23, 1869.

" " " August 17, 1869.

" " " July 1, 1870.

" " " July 2, 1870.

" " " January 2, 1870.

Read the deposition of Wm. J. Lewis, who stated in substance that he purchased the bonds of Bourbon County, being part of the same described in defendant in error's petition, numbered from one to one hundred, that he purchased them from one Colonel Jaynes, who was acting as agent of holder of same; that the purchase was made in the Spring of

error. The replication further denied notice of the several allegations in the answer of plaintiff in error, alleging irregularities in the elections held under several orders of the County Commissioners of Bourbon County, and the said orders of the Board of Commissioners, and all allegations alleging irregularity in the issue of said bonds and coupons.

The replication, for complete and full reply to answer of plaintiff in error, denied each and every allegation in said answer not therein before specially answered.

Replication for reply to amended answer denied that before the bonds sued on were issued, or any contract or agreement made with reference thereto, the laws of the State of Kansas, then and ever since in force, limited the power of counties and cities in said State to issue bonds to railroad companies organized and incorporated under the laws of the State of Kansas, and prohibited the issue of bonds to railroad companies organized under the laws of other States; and the replication alleges that at the time of the original order of vote made by the Board of Commissioners of Bourbon County, and for a long time prior and subsequent thereto, the Tebo and Neosho Railroad Company were engaged in the construction of the said railroad from the town of Sedalia, in the State of Missouri, to the city of Fort Scott, in the State of Kansas; that said railroad so being built was finally constructed to said city of Fort Scott.

That some time in the year 1870 the Missouri, Kansas and Texas Railroad Company, a corporation of Kansas, bought the franchises, rights and property, evidences of debt, and assumed all contracts then existing of the Tebo & Neosho Railroad Company, and in good faith built and completed the railroad which was being constructed by the Tebo & Neosho

Railroad Company, to the City of Fort Scott, in Kansas, in accordance with the contract for subscription to the capital stock of said Company, by the County of Bourbon, and said road is in complete and full operation as stipulated in said contract. Replication prayed judgment as originally prayed.

EVIDENCE.

Defendant in error first introduced the following laws of the State of Kansas:

The acts of February 10, 1865.

Amendatory act of February 6, 1866.

Act of February 25, 1868. Also

Original bond sued on.

Coupons sued on, each due respectively July 1st, 1872, Jan. 1st, 1873, July 1st, 1873, Jan. 1st, 1874.

The following orders of the Board of Commissioners of Bourbon County, to-wit:

Certified copy of order of March 8, 1867.
" " " May 10, 1867.
" " " July 23, 1869.
" " " August 17, 1869.
" " " July 1, 1870.
" " " July 2, 1870.
" " " January 2, 1870.

Read the deposition of Wm. J. Lewis, who stated in substance that he purchased the bonds of Bourbon County, being part of the same described in defendant in error's petition, numbered from one to one hundred, that he purchased them from one Colonel Jaynes, who was acting as agent of holder of same; that the purchase was made in the Spring of

1871, in the City of St. Louis; that they were part of a lot several hundred thousand dollars of county bonds held by the Missouri, Kansas & Texas Railroad Company, that said bonds were bought for about the sum of three hundred thousand dollars, and paid for partly in rolling stock for the road and part cash, that the Bourbon County bonds were paid for at the rate of about seventy-five cents on the dollar; that witness was acting for the Lewis Iron Company, and would not purchase same until he was furnished with the certified copy of the record of the Board of the County Commissioners of Bourbon County made an exhibit, in his deposition; that thereupon being satisfied that the bonds were legally issued, he bought the same; that since the Lewis Iron Company have gone out of existence, witness is the legal holder of said bonds, has conditionally sold said bonds to parties in Europe; that he is to account to the old members of the firm for their share of the proceeds. Delivered to John H. D. Block four hundred coupons to collect for him, part of the coupons involved in this suit.

John H. D. Block stated:

I am the owner of Bourbon County bonds numbered from thirty-one to one hundred and fifty inclusive; bought them in the City of St. Louis; retired from business May 1st, 1871; after the 1st of July, 1873, Col. Jayne showed the bonds to me and asked me to buy them; he assured me these bonds were perfectly good, and that the interest was paid promptly, paid in New York; they paid me 3d coupon, 1st and 2nd were paid; I paid for the bonds $13,800, making an investment that would pay ten per cent. per annum; I did not buy them for speculation, but for investment in old age, wanting an income therefor. I still hold and own them.

CROSS-EXAMINED.

I have no interest in other coupons sued on except as to lessen expenses of suit. I hold them for collection; I do not know the other party to whom the other bonds and coupons belong; I got them from W. J. Lewis; I bought my bonds from Col. Jaynes; he lives at Sedalia, Missouri; I had been acquainted with Col. Jaynes before this; he did not show me the proceedings of the Commissioners of Bourbon County, but assured me that it was all right, and that it was legal; he did not say that he had the proceedings of the Board with him at St. Louis; I bought them on the representation of Jaynes; he is a banker at Sedalia.

H. C. McComas:

My name is H. C. McComas; I live at Fort Scott, Kansas, came there in the fall of 1868; I have heard that a railroad was being built in Missouri. The Tebo & Neosho Railroad was never built to Fort Scott; the Missouri, Kansas & Texas Railroad was finished to Fort Scott about 1870; that road is completed and in running order through Bourbon County and to Dennison Texas.

Joseph Shippen, called by defendant in error, said:

I traveled on the Missouri, Kansas and Texas Railroad in 1872; I know from record, evidence and general reputation, that the Tebo and Neosho Railroad, chartered by the General Assembly of Missouri, was sold to the Missouri, Kansas and Texas Railroad Company; traveled on the road in May, 1872; it was known in Missouri as the Tebo and Neosho Railroad; considerable work was done in Missouri under the name of the Tebo and Neosho Railroad.

Defendant in error offered original charter of the Tebo and Neosho Railroad Company and amendments to same.

A. H. Brown, on part of defendant in error, stated:

Reside at Fort Scott; am County Clerk of Bourbon County; have charge of the records of said county. Produces minute book of the proceedings of Board of County Commissioners.

Defendant in error read from book printed copy of order of election of March 8th, 1867, published March 25, 1867. Exhibits record of County Commissioners of Bourbon County to show that D. Gardner was Chairman of Board of County Commissioners of Bourbon County, July 1, 1870.

The defendant in error then offered written stipulation of counsel, in words following:

Agreed Facts.—The Tebo and Neosho Railroad Company commenced building the road in Missouri, and then sold out all its franchises to the M. K. & T. R. R. Co.

The last named company constructed the road on in a southwesterly course through Bourbon County, via Fort Scott to Texas, and said road so constructed is now in full and complete operation.

The plaintiff in error offered the following evidence:

A. H. Brown, same witness called by defendant in error. Witness, being Clerk of Bourbon County, produced order of March 8th, 1867, which was read; canvass of vote of election of May 18th, 1867, which was read.

Plaintiff in error offered canvass of same election, of date June 27th, 1872, defendant in error objecting. Was read.

J. W. Barnum, called on part of plaintiff in error:

Was clerk of the election of May 7th, 1867, at Franklin township ; witness identified poll-book ; it is the original poll-book signed by me at the time ; my signature is genuine; it was sealed up by the judge of the election, I think.

William Stewart, called on part of defendant in error :

I was one of the judges of election of May 7th, 1867, for Franklin township ; this is my signature to the poll-book ; it was sealed up and sent to County Board ; I delivered it on May 10th, 1867, to Fitch, Deputy Clerk, at clerk's office, about three o'clock in the afternoon ; the election took place on Tuesday ; I took the book on Friday ; the judges were not there, the board had adjourned ; I presume the election had been canvassed ; I met Mr. Price, one of the board, near the Court House, he told me the Board had adjourned. I wanted him to go back, but he said they had canvassed all the votes but ours, which was not in.

I. S. Emmett, called by plaintiff in error :

I was Clerk of Bourbon County, May 10th, 1867 ; the board adjourned on that day about two or three o'clock. (Witness shown order of May 10th, 1867.) The certificate at the bottom is in the handwriting of Fitch, the balance is mine ; my attention was first called to it at the Lewis trial ; my attention was first called to the poll-book of Franklin township the day of the canvass in the afternoon ; I laid it before the Board at the next regular meeting on the 25th of May ; they refused to open it—said it was too late ; I then filed it with the other poll-books.

Cross-examined :

The record shown was our rough notes ; it was always subject to the inspection of the Board ; I never heard it dis-

cussed; record always remained in the office; the poll-book of Franklin precinct I first saw about five o'clock in the evening; I was not at the office when poll-book arrived; cannot say what became of the Commissioners after they adjourned; the Board went home soon after they adjourned; they commenced the canvass at 10 o'clock, A. M., adjourned for dinner at noon, began again at two o'clock, and then adjourned.

Poll-book of Franklin township offered. Read. Objected to by defendant in error.

Witness Stewart recalled:

I met Price, one of the Commissioners; I told him the result of the election at Franklin Township; that the vote was all against the bonds; I urged him very strongly to go back; he told me the Board had adjourned; I only met one Commissioner; Fitch is not now in Bourbon County; he is in Ohio I believe.

Plaintiff in error then offered record of the case of Lewis v. Bourbon County in the Supreme Court of Kansas. Objected to by defendant in error.

This was all the evidence in the case.

Findings of the Court:

From the evidence in the case, the court to whom it was submitted (a jury being waived), found specially the following facts:

1. The plaintiff is the owner of twenty bonds, from which, part of the coupons in suit was detached, issued by the defendant, numbered from 130 to 150 inclusive, and purchased

the same about June 1st, 1871, in open market in St. Louis, Mo., and paid therefor, in cash, full value, to-wit: $13,800 without any actual notice of the defences now relied on by the county or any other defence.

2. One Wm. J. Lewis is the owner of the remaining coupons in suit, from which the said coupons were detached, to-wit: Bonds numbered from one to one hundred, and became the owner thereof for value, and before maturity and without actual notice of any defence thereto. The said coupons thus belonging to said Lewis have been delivered to and are in the possession of the present plaintiff to collect for the benefit of Lewis, less expenses of collection and the present plaintiff included them in this suit to lessen the expenses of the collection of his own.

3. All the bonds aforesaid, to which all of the coupons in suit were originally attached, were in the following form:

[No.—] STATE OF KANSAS, $1,000.

STOCK BOND OF BOURBON COUNTY.

Thirty years after date the County of Bourbon promise to pay to the Tebo & Neosho Railroad Company, a corporation organized by authority of the laws of the State of Missouri, and by virtue of an act of incorporation passed by the Legislature of the State aforesaid, and approved the 16th day of January, 1860, or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent. per annum, payable semi-annually, at the New York National Exchange Bank in the city of New York, from and after the 1st day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the Board of County Commissioners of the County of Bourbon, Kansas, dated March 8th, 1867.

D. GARDNER,
Chairman Board of County Commissioners,
Bourbon County.

Attest:
C. FITCH, Clerk.
[L. S.]

These bonds were issued in July, 1870, duly signed and executed under the seal of the county, defendant, dated July 1st, 1870.

4. The Tebo & Neosho Railroad Company, ~~the~~ payee of said bonds named, is a corporation chartered on the 16th day of January, 1860, by the Legislature of Missouri, as recited in the bonds, the charter of which it is agreed may be considered as part of this finding. The sixth section therefore is as follows:

"SEC. 6. Said Company shall have full power to survey, mark, locate, construct, maintain and operate a railroad, commencing at any point on the Pacific Railroad, between the west branch of the Lamine river and Muddy creek, in Pettis County, by the most direct and practicable route in a southerly or southwesterly direction, through Henry County, thence to some point on the State line between the northwest corner of Jasper County and the southeast corner of Mc Donald county, and for that purpose may hold a strip of land not exceeding one hundred and fifty feet in width, with as many tracks as the President and Directors may deem necessary. *Provided*, that in passing hills and valleys the said company are authorized to extend said width in order to effect said object. They may also hold sufficient land for the erection

of depots, warehouses, water stations, engine houses, cattle guards, wood and coal houses and machine shops, and may select such route as may be deemed most advantageous, and may extend branch railroads into and through any counties that the Directors may deem advisable."

Section 15 of the act to incorporate the Osage Valley Railroad, is by the charter made applicable to the Tebo and Neosho Railroad. "The said Company shall have power to extend, construct, maintain and operate this said railroad or branches, beyond the limits of the State."

The following map is made part of the findings.

[See original Record, page 211.]

In October, 1870, the said Tebo & Neosho Railroad Company, under Legislative authority from the State of Missouri, sold and transferred all its rights, franchises, powers and privileges, north of Sedalia, Mo., including subscriptions to the Missouri, Kansas & Texas Railway Company, a Kansas corporation, which completed the road begun by the said Tebo & Neosho Company, and which constructed the road in a southwesterly course through Bourbon County (defendant herein), via Fort Scott to Texas, which road is now in full operation. The transfer to the said Missouri, Kansas & Texas Railway Company, is as follows: We, the undersigned, Asa C. Marvin, President of the Tebo & Neosho Railroad Company, and Jonathan R. Barrett, Secretary of said Company, do hereby certify that at a meeting of the stockholders of the said Tebo & Neosho Railroad Company, convened at Sedalia, Pettis County, State of Missouri, on the 11th day of October, A. D. 1870, in pursuance of a call and notification

to the stockholders of said Company by the Board of Directors thereof, there being then and there present and represented and voting, thirty-six thousand seven hundred and twenty-nine shares of the capital stock of said Company, the following resolutions were unanimously adopted, to-wit:

Resolved, That the stockholders of the Tebo & Neosho Railroad Company do hereby sell, assign and convey to the Missouri, Kansas & Texas Railway Company, a corporation organized under the laws of Kansas, all its privileges, rights, power, franchises, real estate, and other property the whole or any part of which is in this State, excepting only such as belong to the extension of the Tebo & Neosho line north from Sedalia via. Booneville, Fayette and Moberly, to the railroad bridge at West Quincy, declared July 2d, 1869, certificate of which dated July 3d, was filed in the office of the Secretary of State, and we hereby authorize the officers of this Company to execute the necessary papers for selling, conveying and transferring the same upon the following terms:

That the Missouri, Kansas & Texas Railway Company shall create and issue its capital stock to the amount of thirty-six thousand five hundred and seventy-five shares, to be exchanged share for share for the stock of the Tebo & Neosho Railroad Company, issued and agreed to be issued on its line of road south of Sedalia to Fort Scott, and each of the towns, townships, cities and counties south of Sedalia, and such individuals as having heretofore subscribed to the capital stock of the said Tebo & Neosho Railroad Company, and paying for the same according to the terms of the subscriptions, shall be entitled to receive stock of the Missouri, Kansas & Texas Railway Company as in this article is provided for, upon the surrender to the Missouri, Kansas & Texas Railway Company

of the shares in said Tebo & Neosho Railroad Company, so held by them, properly endorsed to the said Missouri, Kansas & Texas Bailway Company; and the said Missouri, Kansas & Texas Railway Company shall assume all indebtedness incurred for the construction or extension of the line between Sedalia and Fort Scott; and the said Missouri, Kansas & Texas Railway Company shall have, exercise and enjoy all rights, powers, privileges and immunities of the original charter of the Tebo & Neosho Railroad Company, and of the several amendments thereto, in the same manner and to the extent as has been heretofore exercised and enjoyed by this company, or by the several stockholders whose stock shall be so exchanged, either or both.

And if hereafter it shall better suit the Commissioners of the Missouri, Kansas & Texas Railway Company, or be more advantageous in their estimation, we, the said stockholders, do hereby authorize the Board of Directors of the Tebo & Neosho Railroad Company to enter into an agreement of consolidation of the Tebo & Neosho Railroad Company with the said Missouri, Kansas & Texas Railway Company on its issuing share for share its stock in exchange for the stock of the Tebo & Neosho Railroad Company, as above provided; and that the resolution after having been adopted by the holders of the majority of the stock of said Tebo & Neosho Railroad Company aforesaid, was and is entered of record upon the minutes of said Company.

And we further certify that the said sale and merger has been assented to in writing by the holders of more than a majority of all the capital stock of the said Tebo & Neosho Railroad Company.

In testimony whereof, we the said President and the said Secretary have hereunto set our hands this nineteenth day of October, A. D. 1870, and caused the seal of the said Tebo & Neosho Railroad Company to be hereunto attached.

ASA C. MARVIN,
Pres't of the Tebo & Neosho Railroad Co.

[L. S.] J. R. BARRETT,
Sec'y of the Tebo & Neosho Railroad Co.

(Three five cent stamps, canceled).

Recorded in the office of the Secretary of State of Missouri, November 26, 1870. (Endorsed:) Certificate of sale and merger of the Tebo and Neosho Railroad Company to and with the Missouri, Kansas & Texas Railway Company. Recorded on pages 316, 317 and 318, Book R. R. Association.

FRANCIS RODMAN,
Secretary of State.

Filed November 26th, 1870.

FRANCIS RODMAN,
Secretary of State.

6. The following is the first order of the Board of County Commissioners of Bourbon County in relation to the said issue of the bonds in question:

At a meeting of the Board of County Commissioners of Bourbon County, Kansas, on the 8th day of March, A. D. 1867, the following proceedings were had in relation to a railroad election, to-wit:

Be it ordered by the County Commissioners of Bourbon County, Kansas, That there be subscribed, in the name and for the benefit of the County of Bourbon, in the State of Kan-

sas, one hundred and fifty thousand dollars to the capital stock of any railroad now organized, or that shall hereafter be organized, that shall construct a railroad commencing at a point on the Tebo and Neosho Railroad, running westward *via* Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to be payable thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum per annum; *Provided*, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the County of Bourbon, and shall have secured a majority of the votes cast in favor of the same, in pursuance of the provisions of "An act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865, and that said question shall be submitted to said electors at a special election, on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds," and "Against railroad bonds," and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into operation by the issuing of said bonds to said company whenever the County Commissioners of Bourbon County are satisfied that the road-bed of the Tebo and Neosho Railroad is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct the road-bed and connect the said point with the City of Fort Scott.

[Signed] J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT, *Clerk.*

STATE OF KANSAS, COUNTY OF BOURBON, *ss.*

I, J. S. Emmert, County Clerk in and for said county, do hereby certify that the above is a correct copy of the order for an election to vote for and against issuing bonds, to be held on the 7th day of May, 1867, now on record in my office.

In witness whereof, I have hereunto set my hand and the County Seal, this 25th day of March, A. D. 1867.

[L. S.] J. S. EMMERT,
County Clerk.

FORT SCOTT, March 8, 1867.

Board met pursuant to adjournment. Present a full Board.

Ordered, That an election be called on the first Tuesday in May, 1867, for the purpose of submitting the question of voting one hundred and fifty thousand dollars to any railroad running east to connect with the Tebo and Neosho Railroad, as per order published.

The following is a copy of the order, as published:

Be it ordered by the County Commissioners of Bourbon County, Kansas, That there be subscribed, in the name and for the benefit of the County of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized, or that shall hereafter be organized, that shall construct a railroad, commencing at a point on the Tebo and Neosho Railroad, running westward *via* Fort Scott; and that the bonds of said county be issued to said company for the same, said bonds to be payable within thirty years from the date thereof, and

bearing interest at the rate of seven (7) per centum per annum: *Provided*, that said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the said County of Bourbon, and shall have received a majority of the votes cast in favor of the same, in pursuance of the provisions of an "Act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865; and the said question shall be submitted to said electors, at a special election, on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds;" and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the County Commissioners of Bourbon County are satisfied that the road-bed of the Tebo & Neosho Railroad is completed to such a point that the amount of bonds shall be sufficient and adequate to construct the road-bed and connect said point with the City of Fort Scott.

[Signed.] J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT, *Clerk.*

FORT SCOTT, May 10, 1867.

The Board met pursuant to adjournment. Present, A. C. Primm and C. W. Johnson, Commissioners, and J. S. Emmert, Clerk. Proceed to canvass the returns of the election held on the 7th day of May, A. D. 1867, with the following:

Townships.	For R. R. Bonds.	Against R. R. Bonds
Freedom	3	94
Timber Hill	4	140
Marion	14	74
Marmidon	20	49
Scott	411	7
Drywood	8	7
Brown	—	16
Osage	8	55
Total	468	442

Majority for bonds, 26 votes.

And it was declared that there was a majority of 26 votes cast for railroad bonds. And it was also further certified that there was no evidence of an election having been held in the townships of Franklin and Walnut. The Court finds the facts in relation to the vote in said Franklin township to be as follows:

The poll-book did not reach the County Seat until the afternoon of May 10, 1867, and not until after the County Commissioners had canvassed the votes and adjourned; but the messenger with the poll-book notified one of the Commissions, Mr. Primm, on the street near the Court House, that he had arrived with the poll-book, and told the Commissioners that the vote was all against the bonds, whereupon the

Commissioners informed the messenger that he was too late as the Board had completed the canvass and adjourned. One of the Commissioners resided in town. This poll-book was deposited with the others in the Clerk's office the same day, but not opened.

At the next meeting of the Board the Clerk laid the poll-book of Franklin Township before the Board, but they refused to open it because, as they said, it was too late, and it was filed with the other poll-books. Franklin Township cast 4 votes for and 134 against the proposition, and if the vote of that Township had been counted in the canvass, the proposition would have failed by more than one hundred votes.

7. The following order was made by the Board of Commissioners of the defendant:

FORT SCOTT, July 23d, 1869.

Board met pursuant to adjournment. Present, a full Board. The following proceedings were had, under application from officers and directors of the Tebo and Neosho Railroad Company to the Board to subscribe to said railroad, to-wit:

Application being made to the Board by the officers and directors of the Tebo and Neosho Railroad Company to subscribe to the said railroad company to the amount of $150,000, in pursuance of the railroad election held May 7th, 1867, the board, upon mature deliberation, decided that it was not advisable to make subscription at the present time. It is, however, further considered by the Board that the following order be made in the premises: Be it ordered by the County Commissioners of the County of Bourbon and State of Kansas, That there be subscribed in the name, and for the benefit

of the County of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized, or that shall be organized hereafter, that shall construct a railroad commencing at the City of Fort Scott, in the county and State aforesaid, running from thence west, north of the Marmaton river, upon the most practicable route in the general direction of Humboldt, Allen County, Kansas, and that the bonds of said county be issued to said company for the payment of said subscription; said bonds to be payable within thirty years from the date thereof, and bearing interest payable semi-annually, at the rate of seven per cent. per annum. Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified voters of the County of Bourbon aforesaid, and shall have received a majority of the votes cast upon said proposition in favor thereof, in pursuance of the provisions of the statutes in such case made and provided; and that said question shall be submitted to said electors at a special election, on Tuesday, the 24th day of August, A. D. 1869. At the said election the votes shall be cast "for railroad bonds" and "against railroad bonds;" and if it shall appear upon a canvass of the votes cast at said election by the proper officers, according to law, that a majority of the votes cast upon said question and in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of the bonds to said company whenever the County Commissioners of Bourbon County are satisfied that the bonds herein provided for, with the other resources of said company, shall be sufficient and adequate to complete the construction of the road-bed ready for the iron from the City of Fort Scott to the west line of Bourbon County.

And whereas, some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, A. D. 1867, to the Tebo & Neosho Railroad Company; and whereas, it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of the county,

It is therefore ordered and provided that the decision of this question by the qualified voters of said county at the said election in favor of such subscription, shall be also decisive in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company; and the Board of County Commissioners will accordingly, in such case, make the subscription authorized by said election of May 7th, 1867, and will issue the bonds therein provided for as soon as the terms and conditions of said subscription are complied with by said railroad company.

D. GARDNER,
Chairman,
S. ROBERTS,
DAVID R. COBB,
Commissioners.

8. The following orders were made by the Board of Commissioners of the defendant, at the several dates respectively shown:

FORT SCOTT, August 27, 1869.

Board met pursuant to previous order, to canvass the vote of the election held on the 24th inst., in relation to the railroad bonds. Present, a full Board.

The following is the result of the election:

Townships.	*For Bonds.*	*Against Bonds.*
Osage	6	76
Freedom	9	114
Timber Hill	18	144
Franklin	3	171
Marion	63	61
Marmaton	46	40
Scott	229	7
Fort Scott, First Ward	504	0
Fort Scott, Second Ward	532	0
Drywood	13	30
Pawnee	5	60
	1428	703

And it was declared that there was a majority for the railroad bonds, of seven hundred and twenty-five (725), and that the question was carried, subject to the conditions of the call for said election.

The propriety of subscribing to the stock of the Tebo and Neosho Railroad Company was duly considered, and the following action taken:

Whereas, an election was held in the County of Bourbon, and State of Kansas, on the 7th day of May, A. D. 1867, upon the following proposition, to-wit:

Be it ordered by the County Commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the County of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad now organized, or that shall hereafter be organized, that shall construct a railroad commencing at a

point on the Tebo and Neosho Railroad, running westward via Fort Scott, and that the bonds of said county be issued to said company for the same; said bonds to be payable within thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified voters of the County of Bourbon, and shall have received a majority of all the votes cast in favor of the same, in pursuance of an "Act to authorize counties and cities to issue bonds to railroad companies," approved February 10, 1865, and that said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At the said election the votes shall be cast "For railroad bonds" and "Against railroad bonds," and if it shall appear by a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said Company whenever the County Commissioners of Bourbon County are satisfied that the road-bed of the Tebo & Neosho Railroad is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct the said road-bed and connect the said point with the city of Fort Scott.

[Signed.] J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT, *Clerk.*

Which said proposition was declared carried on a canvass of said votes according to law, and so stand recorded on the public records of the county.

And whereas, some question arose afterwards as to the propriety and legality of subscribing to the stock then voted to the Tebo & Neosho Railroad Company, an election was ordered and held in said County of Bourbon and State aforesaid, upon the following proposition:

Be it ordered by the County Commissioners of the County of Bourbon and State of Kansas, that there be subscribed in the name and for the benefit of the County of Bourbon, in the State of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized, or that shall be organized hereafter, that shall construct a railroad commencing at the City of Fort Scott, in the County of Bourbon, and State aforesaid, running from thence west north of the Marmaton River, upon the most practicable route in the general direction of Humboldt, Allen County, Kansas, and the bonds of said county to said company for the payment of said subscription; said bonds to be payable within thirty years from the date thereof, and bearing interest, payable semi-annually, at the rate of seven per cent. per annum; Provided that said bonds shall not be issued until the question shall have heen submitted to a vote of the qualified electors of the County of Bourbon aforesaid, and shall have received a majority of the votes cast upon said proposition in favor thereof, in pursuance of the provisions of the statute in such case made and provided, and that said question shall be submitted to said electors on Tuesday, the 24th day of August, A. D. 1869.

At the said election the votes shall be cast "For railroad bonds" and "Against railroad bonds," and if it shall appear upon a canvass of the votes cast at said election, by the proper officers, according to law, that a majority of the votes cast upon said question are in favor of said subscription, then the above order shall be carried into practical operation by the issuing of bonds to said company whenever the County Commissioners of Neosho County are satisfied that the bonds herein provided for, with the other resources of the said company, shall be sufficient and adequate to complete the road-bed ready for the iron from the City of Fort Scott to the west line of Bourbon County.

And whereas, some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, A. D. 1867, to the Tebo and Neosho Railroad.

And whereas, it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of the county.

It is therefore ordered and provided, that the decision of the question by the qualified voters of said County at the said election, in favor of such subscription, shall also be a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company, and the Board of County Commissioners will accordingly, in such case, make the subscription authorized by said election of the 7th of May, 1867, and will issue the bonds therein provided for as soon as the terms and condi-

tions of said subscription are complied with by said Railroad Company.

[Signed] D. GARDNER, Chairman.
L. ROBERTS,
DAVID R. COBB,
Commissioners.

And whereas, it appears from a canvass of the votes upon the proposition submitted on the 24th of August, 1869, that fourteen hundred and twenty-eight (1,428) votes were cast in favor of said proposition, and seven hundred and three (703) votes were cast against the same, whereby the said last recited proposition was carried by a majority of all the votes cast, and the proposition voted upon at the election of the 7th day of May, 1868, was reaffirmed. Now, therefore, in pursuance of said vote and the authority invested in us by law, we, the Board of Commissioners of Bourbon County, do hereby constitute and appoint W. A. Shannon, our agent to represent the county before the Board of Directors of the Tebo and Neosho Railroad Company, and we hereby authorize and empower him, the said W. A. Shannon, to subscribe one hundred and fifty thousand dollars to the capital stock of the Tebo and Neosho Railroad Company, in the name of and for the benefit of said County of Bourbon, said subscription to be made upon the express condition, which is hereby made a part of said subscription, that the bonds of said County of Bourbon shall not be delivered to said Tebo and Neosho Railroad Company, nor shall said county become liable for the payment of any portion of said subscription of stock, until the road bed of said Tebo and Neosho Railroad Company is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct and complete the

road-bed of said Tebo and Neosho Railroad from Sedalia, in the State of Missouri, to said City of Fort Scott, in the State of Kansas. And provided, further, that this subscription shall be void unless said road-bed shall be completed from Sedalia to Fort Scott by or before the first day of January, A. D. 1872. And provided, further, that no interest shall accrue or be paid on said bonds until the same shall have been delivered to said Railroad Company, according to the terms and conditions before mentioned.

In testimony whereof, the said Board of County Commissioners have hereunto subscribed their hands and caused their seals to be affixed, at the City of Fort Scott, Kansas, on this 27th day of August, A. D. 1869.

[Signed] D. GARDNER,
LAWRENCE ROBERTS,
DAVID R. COBB,
Commissioners.

Attest: C. FITCH, *County Clerk.*

FORT SCOTT, July 1, 1870.

Pursuant to a call of a majority of the Board, a meeting was held this day. Present—The Chairman, D. Gardner, Esq., and H. S. Rubel, Commissioners. The object of the meeting being to consider some business relative to the Tebo and Neosho Railroad, to be laid before the Board by parties representing said railroad.

In order to give time and opportunity for the consideration of the business referred to, it was, on motion, ordered that the Board adjourn until to-morrow morning at seven o'clock.

C. FITCH, *County Clerk.*

FORT SCOTT, July 2, 1870.

Board met pursuant to adjournment. Present, a full Board.

The Board proceeded to the consideration of the business for which they had convened. Colonel P. A. Ladue, representing the Tebo and Neosho Railroad Company, was present. In view of the importance to the county of the early completion to Fort Scott of the Tebo and Neosho Railroad, it was, on consideration by the Board, ordered by the Board of County Commissioners of Bourbon County, that there be prepared one hundred and fifty coupon bonds of the County of Bourbon, in the State of Kansas, in favor of the Tebo and Neosho Railroad Company, payable to said company, or bearer, of the denomination of one thousand dollars each, bearing date the first day of July, A. D. 1870, and maturing thirty years after the date thereof, with interest at the rate of seven per centum per annum, payable semi-annually at the New York National Exchange Bank, in the City of New York, at which place the principal of said bonds shall be payable when the same matures, and that when said bonds be so prepared, the same be signed by the Chairman of the Board of Commissioners, and attested by the County Clerk under the seal of the County Court, and that the coupons be signed by said Chairman and said Clerk, and that when so signed the said bonds, together with the coupons thereto attached, be delivered to J. S. Emmert, of Fort Scott, as trustee of the County of Bourbon and of the said Tebo and Neosho Railroad Company, its successors or assigns, and that said bonds be delivered to said company, its successors or assigns, when the conditions on which said bonds were voted have been complied with.

Ordered, further, that J. S. Emmert be, and he is hereby appointed, the agent of the said county and trustee of said company, its successors or assigns, to receive the said bonds when duly signed as aforesaid, as such agent or trustee, and that he safely and securely keep said bonds until the said company, its successors or assigns, becomes entitled to the same under the conditions on which they were voted, and that he thereupon turn over and deliver said bonds to the said Company, its successors or assigns, and that he enter into bonds in due form, with good and sufficient sureties, in the sum of three hundred thousand dollars ($300,000) for the faithful performance of the trust aforesaid, and that when he so deliver said bonds he shall detach therefrom all the coupons which have matured, and if none of them have matured, then such a number thereof as shall cover all the interest which shall have matured to the date of delivery of said bonds, and return the said coupons to the Board of County Commissioners, to be canceled in their presence.

Ordered, further, that the stock of the County in the Tebo and Neosho Railroad be sold and assigned to the Land Grant Railway and Trust Company, of New York, for the consideration of five dollars ($5), and that the Board of County Commissioners sign the transfer upon the express conditions and terms as recited in the written contract, this day duly executed and filed in the office of the County Clerk of Bourbon County, Kansas, for the purposes above specified.

The above minutes were duly approved by the Board.

Adjourned.

ORDER.

FORT SCOTT, KANSAS, January 2, 1871.

Board met pursuant to provisions of law. Present—Mr. David R. Cobb, Chairman of Board, and H. S. Rubel, Commissioners.

The County Clerk laid before the Board the receipts and other papers relating to the delivery of the one hundred and fifty thousand dollars ($150,000) of bonds of the county to the Tebo and Neosho Railroad Company, showing the delivery of said bonds to have been made by the County Clerk, on the order and by the direction of the Chairman of the Board, on the 5th day of November last, coupons to the amount of seventeen hundred and fifty dollars being first detached, to cover interest from July 1st to September 1st, 1870. It is ordered by the Board that said delivery be hereby approved.

And now, this day comes P. A. La Due, Esq., agent of the said Tebo and Neosho Railroad Company, and asks that the certificate of stock issued to the county to the amount of one hundred and fifty thousand dollars ($150,000), dated November 26, 1870, be assigned to Levi Parsons, trustee, for the persons composing the Land Grant Railway and Trust Company of the City of New York, in conformity with the action of the Board taken, and made by them of record on the 2d day of July, 1870.

It is now, therefore ordered by the board, that the assignment be so made, and all action thereto relating is hereby confirmed.

Adjourned.

FORT SCOTT, KANSAS, June 27th, A. D. 1872.

At the request of the members of the Board, the Chairman called a special meeting of the Board. Board met this day pursuant to the call. Present, T. W. Chapman, chairman, and J. W. Barnum and B. R. Wood, Commissioners.

The question as to the proper canvass of the votes cast May 7th, 1867, being raised, the Board proceeded to examine the records of the Board under date of May 10th, 1867, and found that the votes cast in Walnut and Franklin townships were not included in the canvass of the votes on that day.

The clerk furnished the poll-book of Franklin township, which had heretofore remained sealed and unopened since it had been delivered by the messenger of said township. The poll-book of Franklin township aforesaid being opened, shows that one hundred and thirty-four votes were cast at said election against the proposition to vote bonds to the Tebo and Neosho Railroad Company, and four votes for the proposition. Adding the said vote of Franklin township to the vote as canvassed May 10th, 1867, the proposition to vote to issue the said bonds to the Tebo and Neosho Railroad Company is declared to be defeated by a majority of 104 votes.

In view of the above facts, and the further fact that the order as published, submitting the proposition to vote bonds to the said Tebo and Neosho Railroad Company, under the date of March 8th, 1867, as appears upon the record of said board, was not published in proper and corresponding form with said record, the Board of County Commissioners of Bourbon County aforesaid hold that said bonds are void, and were not issued in due form of law and in accordance with the

ORDER.

FORT SCOTT, KANSAS, January 2, 1871.

Board met pursuant to provisions of law. Present—Mr. David R. Cobb, Chairman of Board, and H. S. Rubel, Commissioners.

The County Clerk laid before the Board the receipts and other papers relating to the delivery of the one hundred and fifty thousand dollars ($150,000) of bonds of the county to the Tebo and Neosho Railroad Company, showing the delivery of said bonds to have been made by the County Clerk, on the order and by the direction of the Chairman of the Board, on the 5th day of November last, coupons to the amount of seventeen hundred and fifty dollars being first detached, to cover interest from July 1st to September 1st, 1870. It is ordered by the Board that said delivery be hereby approved.

And now, this day comes P. A. La Due, Esq., agent of the said Tebo and Neosho Railroad Company, and asks that the certificate of stock issued to the county to the amount of one hundred and fifty thousand dollars ($150,000), dated November 26, 1870, be assigned to Levi Parsons, trustee, for the persons composing the Land Grant Railway and Trust Company of the City of New York, in conformity with the action of the Board taken, and made by them of record on the 2d day of July, 1870.

It is now, therefore ordered by the board, that the assignment be so made, and all action thereto relating is hereby confirmed.

Adjourned.

FORT SCOTT, KANSAS, June 27th, A. D. 1872.

At the request of the members of the Board, the Chairman called a special meeting of the Board. Board met this day pursuant to the call. Present, T. W. Chapman, chairman, and J. W. Barnum and B. R. Wood, Commissioners.

The question as to the proper canvass of the votes cast May 7th, 1867, being raised, the Board proceeded to examine the records of the Board under date of May 10th, 1867, and found that the votes cast in Walnut and Franklin townships were not included in the canvass of the votes on that day.

The clerk furnished the poll-book of Franklin township, which had heretofore remained sealed and unopened since it had been delivered by the messenger of said township. The poll-book of Franklin township aforesaid being opened, shows that one hundred and thirty-four votes were cast at said election against the proposition to vote bonds to the Tebo and Neosho Railroad Company, and four votes for the proposition. Adding the said vote of Franklin township to the vote as canvassed May 10th, 1867, the proposition to vote to issue the said bonds to the Tebo and Neosho Railroad Company is declared to be defeated by a majority of 104 votes.

In view of the above facts, and the further fact that the order as published, submitting the proposition to vote bonds to the said Tebo and Neosho Railroad Company, under the date of March 8th, 1867, as appears upon the record of said board, was not published in proper and corresponding form with said record, the Board of County Commissioners of Bourbon County aforesaid hold that said bonds are void, and were not issued in due form of law and in accordance with the

requirements of the statutes of the State of Kansas, in such cases made and provided; and that the subsequent order, dated July 23d, 1869, did not submit said proposition as the law requires to the people, and that the validity of the bonds afterwards issued to said railroad company, in violation of law and the will of the people as expressed at said election, is based upon the order of March 8th, A. D. 1867 (eighteen hundred and sixty-seven), as the face of said bonds show, and that they are therefore of no legal force and value, and that under a strict construction of the law this Board cannot recognize the said bonds as a part of the indebtedness of the County of Bourbon aforesaid, and further hold that the Treasurer of the County of Bourbon should not pay the interest due July 1st, 1872, on said bonds, for the foregoing reasons.

Therefore, be it ordered by the Board of County Commissioners of the County of Bourbon, in the State of Kansas, that C. A. Morris, the County Treasurer of said county, be and he is hereby ordered and required to withhold the payment of the interest falling due July 1st, 1872, on the bonds of one hundred thousand dollars, No. 1 to 150 inclusive, issued by a former Board of said county to said railroad company, and to notify the New York National Exchange Bank, in the City of New York, as the fiscal agents of this said county, that no more interest will be paid on said bonds, and that the principal will not be paid at maturity.

By order of the Board,

THOMAS W. CHAPMAN,
Chairman.

J. W. BARNUM,
B. R. WOOD,
Commissioners.

Attest:
JAS. H. BROWN, *County Clerk.*

Minutes read and approved before being signed. On motion the board adjourned *sine die.*

JAMES H. BROWN,
County Clerk.

9. The following is an official abstract statement of the financial condition of Bourbon County, Kansas, for the year ending November 30, A. D. 1870, made in conformity with Section 56, Chapter 25, and Section 75, Chapter 107, of the General Statutes:

Amount expended for County purposes for the year..		$ 36,319 45
Amount of County orders outstanding.....		27,333 92
County bonds for building bridges and internal improvement, amount outstanding.....	$ 31,700 00	
Accrued interest.....	920 83	
		32,620 83
County bonds issued to railroad companies, to Missouri River, Fort Scott & Gulf Railroad Co.....	150,000 00	
Accrued interest..	4,375 00	
		154,375 00
To Missouri, Kansas & Texas Railroad Co..... ..	150,000 00	
Accrued interest.....	2,625 00	
		152,625 00
Certificate of indebtedness to meet balance of interest due the M. R., F. S. & G. R. R. Co.....	2,150 00	
Accrued interest.....	89 55	
		2,239 55
Certificate of indebtedness to County Agricultural Society.....	3,000 00	
Accrued inrerest.....	75 00	
		3,075 00
Total liabilities.....		$372,269 30

ABSTRACT OF TAXES LEVIED FOR THE YEAR 1870.

Total amount of taxable property.....$4,236,061 00

	Rate in Mills.	Rate per $100.	Amount.
Amount of tax levied to meet interest on railroad bonds	6½	65	$27,532 77
Amount of tax levied for State sinking fund	½	05	2,287 53
Amount of tax levied for State interest fund	1¼	12½	5,771 98
Amount of tax levied for State tax (general)	6	60	27,438 31
Amount of tax levied for County tax, including appropriation to Agricultural Society.	11	110	46,596 25
Amount of tax levied to meet interest on bridge bonds	2 3/10	23	9,742 39
Amoant of tax levied for State school fund	1	10	4,574 10
Amount of tax levied to meet jail bonds and interest	6/10	06	2,543 24
Township tax levied	.....	.....	106 19
Road tax levied	.....	.....	1,560 95
City tax levied (all fnnds except school)	.....	.....	24,577 63
School district taxes, all funds.	.....	.....	44,734 57
Total amount levied for 1870	.....	.....	$197,412 03

Total population of Bourbon County, Kansas, as per census returns of 1870, 15,091.

This abstract was furnished the plaintiff at the time of his purchase of the bonds in suit.

The defendant levied and collected taxes for 1870, 1871, 1872, to pay interest on the bonds in suit, and paid the first three installments of interest thereon.

10. The following is the record of the suit of the said Wm. J. Lewis (the same Lewis mentioned in the second special finding supra) against the said County of Bourbon (defendant herein in the Supreme Court of Kansas), including the opinion of said Supreme Court in support of its judgment therein, to-wit: which record, judgment and opinion of the Supreme Court of Kansas is attached

to the defendant's answer herein, and marked Exhibit A. to said answer, which is hereby referred to and made a part of this finding.

The official report of the case of Lewis v. Bourbon County, is contained in 12 Kansas Reports p. 186, *et. seq.*

11. The coupons numbered 4, amounting to $3,500, in suit herein originally attached to said bonds numbered from one (1) to one hundred (100), are the same coupons in controversy in the said mandamus proceedings in the Supreme Court of Kansas, and are still owned by the said Lewis as the real and beneficial owner though they are in possession of the plaintiff for collection, as herein before stated and found.

CONCLUSIONS OF LAW.

Upon the foregoing facts the Court finds the following conclusions of law:

1. That under the act of the Kansas Legislature of February 10, 1865, as amended February 26, 1866, and the act of February 25, 1868, the bonds and coupons are valid in the hands of a *bona fide* holder for value without notice of the defenses set up in the answer.

(To which finding the defendant excepted.)

2. Under the statutes of Kansas, which treat mandamus as a civil action and the judgment therein as final, the plaintiff is estopped by the proceedings in mandamus, had in and by the judgment therein rendered by the Supreme Court of

Kansas, as respects all coupons on bonds numbered 1 to 100 inclusive, as to these coupons defendant is entitled to judgment.

(To which finding the plaintiff excepted.)

As to the others, the plaintiff is entitled to judgment.

To which finding the defendant excepted and final judgment was entered accordingly as of the November term, 1874, when this case was submitted.)

JOHN F. DILLON,
Circuit Judge.

It is therefore considered, ordered and adjudged that the plaintiff have and recover of and from the said defendant the sum of three thousand, eighty-three and forty one-hundredths dollars, being coupons on bonds owned by the plaintiff, numbered from one hundred and thirty-one to one hundred and fifty, and his costs of suit taxed at $

It is adjudged that the defendant have and receive judgment against the said plaintiff on all coupons set out in the petition on bonds numbered from one to one hundred inclusive.

This entry and judgment to be made as of the November term, 1874, when the case was submitted.

JOHN F. DILLON,
Judge.

ARGUMENT.

ARGUMENT.

It is conceded that municipal corporations can alone create obligations of the character sought to be enforced by authority of Legislative enactment; that they have no power in the premises, and only act in virtue of power specially granted. This being the case, the power to make the instruments sued on, must primarily be demonstrated to exist. The law-makers of the State of Kansas, by an act entitled "An Act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865; and by the amendatory act to same, approved February 26th, 1866, provides, section 1, "That the Board of County Commissioners of any county to, into, through, from or near which, whether in this *or any other State*, any railroad is or may be located, may subscribe to the capital stock of any such railroad corporation in the name and for the benefit of such county, not exceeding in amount the sum of three hundred thousand dollars in any one corporarion, and may issue the bonds of such county in such amount as they may deem best, in payment of said stock," etc. *Provided*, further, that when the electors of any such county have heretofore voted or shall hereafter vote to subscribe for stock upon any condition or conditions, the County Board of said county may subscribe for such stock and issue their bonds in accordance with such conditions; but no such bonds shall be issued until the question shall be first submitted to a vote of the qualified electors of the county at some general election, or at some special election to be called by the Board of Commissioners, by first

giving twenty days' notice in some newspaper published and having general circulation in the county. * * * And in submitting said question, said Board of Commissioners shall decide in what manner the ballots shall be cast. If a majority of the votes cast at such election be in favor of issuing such bonds, the Board of County Commissioners shall issue the same."

This act clearly empowers the counties of the State of Kansas to take stock in both domestic railroad corporations, and railroad corporations of other States. At a subsequent session of the Legislature—session of 1868—we find another act, approved February 25th, 1868, Rev. Statutes, page 892, section 1: "Whenever a majority of persons voting at any election called by the Board of County Commissioners of any county have heretofore voted in favor of subscribing stock and issuing bonds to any railroad company or companies, the Board of County Commissioners of such county may subscribe to the capital stock of said railroad company or companies, to the amount and on the conditions specified in the order of such Board of County Commissioners in such cases, and pay such subscriptions by issuing to each company bonds of such county. * * * Whether such orders and election, or either of them, have been in compliance with the statutes in such cases made and provided, or not." These two acts confer the most full and complete authority upon all the counties of Kansas to subscribe to the capital stock of railroad companies, both domestic and foreign, and to issue bonds in payment of same. The conditions upon which this power is to be exercised, is outside of the inquiry whether the power exists. As long as these acts remain unrepealed, every county in the State of Kansas has authority both to sub-

scribe to the capital stock of railroad corporations, and to issue bonds of the county in payment of the same.

It is contended that the revision of 1868 operated so as to repeal the act of February 26, 1866, from and after the 31st day of October, 1868, the date at which the revised laws of 1868 went into effect.

Section 1, Revised Statutes, page 1123, declares what shall constitute the General Statutes of Kansas: "All acts revised and reported to and enacted by the Legislature at the present session, all other acts of a general nature enacted at the present session, and the acts named."

Section 2 of same act provides: That all other acts of a general nature embodied or re-enacted, in whole or in part, in any of the Statutes hereinbefore enumerated, or repugnant thereto, are hereby repealed."

The act of February 26, 1866, is not embodied or re-enacted, in whole or in part, in any of the statutes enumerated. In fact, the peculiar legislation of the act of February 26, 1866, authorizing the counties of Kansas to subscribe to the capital stock of railroad corporations of other States, stands on the statute book as the sole legislation of that character.

The General Statute concerning corporations, chapter 23, though published in the General Statutes, is not a revision of the session of 1868, but a simple republication of the act of March 6, 1862, as the act itself shows, and is the sole act in the Revised Statutes of 1868 which treats of subscriptions to railroads, except the curative act of February 25, 1868, above referred to. Therefore, the act of February 26, 1866, not being repealed in terms, and not being embodied or re-

enacted, in whole or in part, in any of the enumerated Statutes, or repugnant thereto, ~~stands to-day~~ stood the law of the State of Kansas. until repealed after June 18 Boards

The power being established, what are the pre-requisites to its exercise? First, in act of February 26, 1866.

The first section gives to the Board of Commissioners authority to *subscribe* to the capital stock of any railroad corporation, in the name of the county, to an amount not exceeding $300,000, but forbids the issue of bonds, unless, upon a vote of the qualified electors of the county, at a special or general election, a majority of the votes cast shall be in favor of the issue of the bonds.

Section 2 directs the Commissioners of the county, in two distinct ways, to submit the question of issuing bonds:

First—At a special election to be ordered by the Commissioners.

Secondly—At the next general or township election after the presentation of a petition signed by one-fourth of the qualified voters of the county.

Same section requires the Commissioners, in submitting the question to the voters, to set out in their proclamation (published order) the restrictions and conditions under which they will subscribe such stock, and requires the stock shall be subscribed in accordance with such restrictions and conditions. The only prerequisites in this act are that the voters shall assent to the issue of the bonds, either at a special election ordered by the Commissioners, or at a general or township election ordered on petition, the proclamation setting out the restrictions and conditions on which the stock will be subscribed.

The act of February 25, 1868, is a curative act, intended to authorize the issue of bonds in all cases where there has been a previous election, whether the requirements of the law under which such election was held, or the orders published or made, were in compliance with the Statutes or not. The precedent condition is the sole one of a previous election, at which, on a canvass of the vote, a majority was declared to be in favor of the proposition submitted.

Did the County of Bourbon, by her proper officers, exercise the power, that is, make a subscription to the capital stock of the Tebo and Neosho Railroad Company, and in payment of same issue and deliver to said railroad company the bonds sued on? On the 7th day of August, 1869, the Board of County Commissioners of Bourbon County made an order, of which the following is a part: "Now therefore, in pursuance of said vote, (vote of May 7, 1867,) and the authority vested in us by law, we, the Board of County Commissioners of Bourbon County, do hereby constitute and appoint W. A. Shannon our agent to represent the county before the Board of Directors of the Tebo and Neosho Railroad Company, and we hereby authorize and empower him, the said W. A. Shannon, to subscribe one hundred and fifty thousand dollars to the capital stock of the Tebo and Neosho Railroad Company, in the name and for the benefit of the County of Bourbon," by order of July 2, 1870, and the Board of County Commissioners ordered one hundred and fifty coupon bonds of the County of Bourbon, payable to the Tebo and Neosho Railroad Company, of the denomination of one thousand dollars each, to bear date July 1, 1870, maturing thirty years after date, with interest at the rate of seven per cent. per annum, to be prepared, signed by the

chairman of the Board of County Commissioners, to be attested by the County Clerk, under the seal of the County Court, with coupons attached, and when prepared to be delivered to J. S. Emmert, of Fort Scott, as trustee of the county and the Tebo and Neosho Railroad Company, and by the trustees to be delivered as rapidly to the Tebo and Neosho Railroad Company as the company should be entitled to receive the same. By order of January 2d, 1871, the Board of County Commissioners receive and approve the report of the trustee of the delivery of the bonds to the Tebo and Neosho Railroad Company. Thus it is seen that the plaintiff in error not only had the power to make the instruments sued on, but exercised that power by making and delivering said instruments to the Tebo and Neosho Railroad Company.

Having settled the question of power, and the exercise of the power, we now consider the rights of the defendant in error as a purchaser for value of the bonds so issued by plaintiff in error. The bonds themselves being promises to pay, without recitals, the defendant in error, as purchaser, was required only to know that authority existed in the plaintiff in error to make the instruments. The acts of the Legislature of Kansas, before recited and discussed, being shown to exist, operate so far as the legal rights of defendant in error are concerned, as if the same had been specially recited on the face of the bond, the purchaser for value being advised of the law authorizing the issue of the bonds. Had the bonds on their face recited an election and vote authorizing the issue, then his inquiries would have instantly ceased, such recitals being conclusive as against the county. There being no recitals on the face of the bonds, he finds them on

the records of the plaintiff in error. They are on the record as potential and conclusive as if they had appeared on the face of the bond. The defendant in error is not compelled to go behind this record. The order of August 7, 1869, which is the order directing the subscription to the capital stock of the Tebo and Neosho Railroad Company, recapitulates all the acts of the Board of County Commissioners in regard to the subscription.

The act of February 26, 1866—which is the act of February 10, 1865 amended—authorized the County Commissioners to subscribe to the capital stock of any railroad running "to, into, through, from or near (Bourbon County), whether said railroad was located in Kansas or any other State; said subscription to be for the benefit of Bourbon County and not to exceed in amount $300,000, and to issue bonds of Bourbon County to pay said subscription; but, provided the *bonds* were not to issue until the question *of the issue* should be first submitted to a vote of the qualified electors of the County at a general election, or some special election, to be called by the Board of County Commissioners—first giving twenty days' notice of the election in some newspaper published in the county.

If a majority of the votes cast at such election be in favor of the issue of the bonds, the Board of Commissioners of the county shall issue the same.

The next section of the act provides that the Commissioners of such counties as have not heretofore submitted the question of issuing bonds, shall order an election for the purpose of submitting that question upon their own motion—which was done in this case—or, failing to order such special election,

it is made their duty at the next general eloction, or township election, on petition signed by one-fourth of the qualified voters of the county, to submit the question of issuing bonds.

The only other provision of the section applicable to the order of March 8, 1867, is the following: "and in every case where the County Commissioners submit a question to the voters of a county to authorize said Commissioners to subscribe stock, they shall, in their proclamation calling for a vote, publish the restrictions and conditions under which they will subscribe such stock; and they shall have no power to subscribe stock in any other manner." That is they are not authorized to subscribe stock without notifying the voters of the conditions of the subscription, and the conditions of the subscription so published shall be the conditions of the subscription made.

The order of May 8, 1867, was in strict conformity with the act of February 26, 1866. It submitted to the voters of Bourbon County the only question they were to decide, whether they would submit to a bonded debt of $150,000 to secure them a railroad connecting at a point on the Tebo & Neosho Railroad, running westward via Fort Scott.

The order of the Board of Commissioners, as set out under the caption, "order published," in the record of evidence, sets out the object of the issue of the bonds and the conditions on which the Board of Commissioners will subscribe to the capital stock of the corporation that will build the road desired—a road commencing at a point on the Tebo & Neosho Railroad, running westward via Fort Scott. This order was duly published and the election was held on the 7th of

of May, 1867. On May 10, 1867, the Friday following the election—the day designated in all the statutes of Kansas for canvassing votes, the first Friday after an election—the Board of Commissioners canvassed the vote and declared that there was a majority of twenty-six cast for railroad bonds. This canvass is conclusive as to the result of the election. The Board of County Commissioners are the only persons who are to determine the result of the vote, and their record is final. The plaintiff in error alleges that a poll-book from Franklin Township was not canvassed, and would have changed the result.

The evidence shows that the poll-book of Franklin precinct did not reach the Court House at Fort Scott until the canvass of the vote had been completed and the Board of Commissioners had adjourned and gone home. So that legally the vote of Franklin Township must be treated as if no election had been held in that precinct. The only legal result of the election is to be found in the order of the Board of Commissioners of May 10, 1867, declaring the result.

The purchaser of the bonds, looking to the record of the Board of County Commissioners, finds that under the act of February 26, 1866, the Board of County Commissioners did, on the 8th day of March, 1867, on their own motion (order of election of May 1, 1867), submitting the proposition to the qualified voters of Bourbon County, whether they should issue the bonds of the County, to the amount of one hundred and fifty thousand dollars, in payment of capital stock, to be subscribed on the conditions set forth in the order, to any railroad company that would build a railroad, commencing at a point on the Tebo and Neosho Railroad, running westward via Fort Scott; and that said election was duly held, the vote

canvassed, and the proposition to issue railroad bonds declared carried by a majority of the votes cast at the election. If the action of the Board of Commissioners of the County of Bourbon had rested there, and the bonds had been issued at once, they would have been valid in hands of defendant in error, a purchaser for value, without any further action of the Board of Commissioners. But afterwards we find the act of Februany 26, 1868, styled the curative act, an act designed to authorize the issue of bonds whenever a vote had been had prior to its passage, whether the orders or elections, or either of them, were in compliance with the Statute in such cases made and provided or not.

After the passage of that act, on the 23d of July, 1869. the Board of County Commissioners, on application of the Board of Directors of the Tebo and Neosho Railroad, then rapidly approaching Fort Scutt, ordered a second vote to ascertain the will of the voters as to issuing the bonds under the election of May 7, 1867, which election was held on the 24th of August, 1869, and canvassed on the 27th of August, 1869, at which election a majority of two-thirds of the voters of the County reaffirmed the vote of May 7th, 1867, and assented to the subscription and the issue of the bonds. Thereupon, on the same day, the subscription was made, the order reciting that there had been an election before that time held, that is, on the 7th day of May, 1867, submitting to the qualified voters of Bourbon County a proposition to issue bonds of the County of Bourbon to the amount of one hundred and fifty thousand dollars, to pay for the capital stock of any railroad company that would construct a railroad, commencing at a point on the Tebo and Neosho Railroad, running westward via Fort Scott, "*which said election was declared car-*

ried, on a canvass of said votes according to law, and so stands recorded on the public records of the county," and said order further reciting that a majority of the voters of the County of Bourbon, at a second election, having reaffirmed the vote of May 7, 1867, "Now, therefore, in pursuance of said vote and the authority vested in us by law (the act of February 26, 1866, and the curative act of February 25, 1868), we, the Board of County Commissioners of Bourbon County, do appoint an agent, and direct him to subscribe, in the name and for the benefit of Bourbon County, one hundred and fifty thousand dollars to the capital stock of the Tebo and Neosho Railroad Company.

The recitals of this order are, that at a previous election, called by the Board of County Commissioners, the majority of the voters at such election had voted in favor of subscribing stock and issuing bonds to a railroad company. These recitals were all that were requisite to make the issue of the bonds valid under the act of February 25, 1868. No matter how the proposition was originally, whether the requisites of the law under which the vote was had were complied with or not, whether there was a particular corporation mentioned in the original order or not, or whether the election was in compliance with the statutes or not. There having been an election, and a majority of the votes, on canvass, being for the proposition, the Board was authorized and empowered to make the subscription and issue the bonds. The question of a majority at a previous election could only be ascertained by reference to the legal canvass of the vote. In this case the legal canvass declared the vote to be a majority vote, and the defendant in error, being a purchaser for value, is fully protected by the record and its recitals, no matter whether true or false.

Under the act of February 26, 1866, these bonds are valid n the hands of defendant in error, leaving out of consideration all the acts of the Board of Commissioners of Bourbon County prior to the order of the 27th day of July, 1869, and taking that order and subsequent orders of the Board as the sole record of the Board of Commissioners in regard to these bonds, the purchaser looking to that record solely, finds these substantial facts: an election, in which was submitted to the qualified voters of Bourbon County the proposition to subscribe $150,000 to the capital stock of the Tebo & Neosho Railroad Company, that said propositiom was carried by a majority of nearly two-thirds of the votes cast, and that by authority of that vote, and the then existant law, the subscription was made and the bonds sued on were issued.

What other recitals could the purchaser have required? Had these facts been recited on the face of the bonds, who would have questioned their validity? Being the recitals of the record of the plaintiff in error to the purchaser on inquiry, are they not all sufficient, or are they to be considered as delusive; if no force whatever, a cunning device to entrap the unwary.

The law governing municipal bonds has been so frequently declared by the Supreme Court of the United States, that there is no room for discussion. I note some of the propositions of that Court: "That when a corporation has power under any circumstances to issue negotiable securities, the *bona fide* holder has the right to presume that they were issued under the circumstances which give the requisite authority, and that they are no more liable to be impeached for any infirmity in the hands of such holder, than any other commercial paper.

City of Lexington v. Butler, 14 Wall., 283.
Gelpcke v. Dubuque, 1 Wall., 203.
Knox County v. Aspinwall, 21 How., 539.
Supervisors v. Schenck, 4 Wall., 784.
Russell v. Jefferson, 24 How., 299.

"A purchaser is not always bound to look further than to discover that the power has been conferred, even though it be coupled with conditions precedent. If the right to subscribe be made dependent upon the result of a popular vote, the officers of the county must first determine whether the vote has been taken as directed by law, and what the vote was. Where, therefore they make a subscription and issue bonds in payment, it may fairly be presumed in favor of an innocent purchaser of the bonds, that the condition which the law attached to the exercise of the power has been fulfilled. To issue the bonds without the fulfillment of the precedent conditions would be a misdemeanor, and it is to be presumed that public officers act rightly. We do not say this is a conclusive presumption in all cases, but it has been more than once decided *that a county may be estopped against asserting that the conditions attached to a grant of power were not fulfilled.* The estoppel in these cases was either by recitals in the bond that the conditions precedent had been complied with, *or by the fact that the county had subsequently levied taxes to pay interest on the bonds.*"

Pendleton County v. Amy, 13 Wall., 297.

"Power to issue bonds being shown, the municipal corporation as against a *bona fide* holder for value is estopped, to deny that the power was properly executed."

Rogers v. Burlington, 3 Wall., 654.

"In a suit by a *bona fide* holder of bonds, corporations cannot show by way of defence, if the legal authority of the corporation to issue the bonds is sufficiently comprehensive, a want of compliance on its part with formalities required by the statutes authorizing the issue of bonds, or fraud in their own agents in issuing the same."

Grand Chute v. Wenegar, 15 Wall., 356.
Mercer County v. Hackett, 1 Wall., 82.
Meyer v. City of Muscatine, 1 Wall., 381.

"The decision of the Board (Supervisors) as to the regularity of the election, cannot be called into question collaterally in a suit by a *bona fide* holder of the bonds."

"The purchaser of a bond has a right to assume that the vote of the county which was made a condition to the grant of power, had been obtained, from the fact of the subscription and the issuing of the bonds."

Knox v. Aspinwall, 21 How., 539.

Upon acts of ratification, the principle laid down in Supervisors v. Schneck 5 Wall., 772, so completely covers the facts in this case that the defendant in error might well rest his right to recover upon that case alone.

In the case of an innocent purchaser, the following language is used:

"In that event (the case of innocent holder), if the bonds could have properly issued under any circumstances, he had a right to presume they were so issued, and as against him the city is estopped to deny their validity."

Meyer v. Lord, 9 Wall., 409.
Aurora City v. West, 7 Wall., 82.
Beloit v. Morgan, same, 619.

These principles of law, well settled, the facts proven in this case being that the defendant in error is a *bona fide* purchaser for value; that the plaintiff in error has received its certificate of stock, the consideration of the bonds; has sold the same for value, and assigned the same to a third party; has levied and collected taxes; paid interest repeatedly; has declared the conditions of the subscription complied with by the Tebo and Neosho Railroad Company before the delivery of the bonds; that the railroad, the inducement to the subscription, was in good faith constructed, and is now daily operated.

With these facts, the bonds certainly are valid in the hands of defendant in error. That grand principle of good faith and sound morality so often enforced in municipal bond cases by the Supreme Court of the United States, will not allow this plaintiff in error to make negotiable instruments, place them in the monied market of the world, repeatedly recognize them by the levying of taxes, paying the accrued interest, and now, years after their issue, attempt to avoid, on the ground of irregularity in the election and want of authority to make them, when it was in the power of plaintiff in error, and the tax payers of plaintiff in error, for more than a year after the subscription and before the delivery of the bonds to the railroad company, as is shown by the order of January 2d, 1871, to have prevented these bonds falling into the hands of innocent purchasers by injunction or other proceeding. This folding of hands will not be permitted, particularly where all the considerations moving the plaintiff in error to make the bonds have been fully realized, and the only party to be injured is the one innocent in law and in fact. The *bona fide* holder for value after negotiation.

Rogers v. Burlington, 3 Wall., 654.

"The rule that a corporation, quite as much as an individual, is held to fair dealing with other parties, applies with all its force, and we repeat that corporations cannot, by their acts, representations or *silence*, involve others in onerous engagements."

In Moran v. Muncie County, 2 Black, 722, "Corporations are as strongly bound as individuals to a careful adherence to truth in their dealing with mankind, and they cannot, by their representation *or silence*, involve others in onerous engagements and then defeat the calculations and claims their own conduct had superinduced.

Also Lubriski v. C. C. & C. R. R. Co., 23 How., 400.
Bissell v. City of Jeffersonville, 24 How, 300.

In this connection I quote a single authority from Illinois. Reports.

Clark v. Supervisors 27, Ill., 305.

"When such are the grounds of objection (irregularities in election) the want of action by tax-payer to restrain their being issued, and a ratification by the authorities, either in express terms or by acts of recognition of their validity, waives the right to object against the interests of third parties. In this case the citizens of the county acquiesced in issue and sale of the bonds, and the supervisors levied and collected taxes—with which several installments of interest were paid—before any resistance was made to the legality of the bonds. These clearly evince a recognition of their validity on the part of the county.

Not only did the plaintiff in error remain silent in regard to these alleged defects in the bonds, but by furnishing the

records of the Board of Commissioners with a financial statement appended, certified by the officers of plaintiff in error as shown by the evidence of Lewis, as the basis upon which to negotiate the bonds, invited purchasers to invest in the bonds as a security, the validity of which was beyond question, and which was so fully recognized by the plaintiff in error, that provision for the payment of the interest of same had already been made by assessment of taxes.

A question has been raised by the plaintiff in error as to the power of the Tebo & Neosho Railroad to build their road to Fort Scott. The charter gives ample authority—the line of road indicated is the very line on which the road is built: "From a point on the Pacific Railroad between the west bank of Larmie river and Muddy creek, to some point on the State line (west line) between the northwest corner of Jasper County and Southeast corner of McDonald County. But section 15 of the act to incorporate the Osage Valley Railroad, is by the charter made applicable to the Tebo & Neosho Railroad. "The said Company shall have power to extend, construct, maintain and operate their said railroad or branches beyond the limits of the State." The simple recital of the charter privileges of the Tebo & Neosho Railroad Company answers the question raised.

Whether the road was actually built under the terms of the subscription by the Tebo & Neosho Railroad Company to Fort Scott, or by the Missouri, Kansas & Texas Railroad Company, can make no material difference in this case, because the bonds were actually delivered to the Tebo & Neosho Railroad Company on the 5th of November, 1870, as appears by the order of January 2, 1871. The transfer of

the franchises and road of the Tebo & Neosho Railroad Company to the Missouri, Kansas & Texas not taking place until the 26th day of November, 1870, the date of the filing of that instrument with the Secretary of State of the State of Missouri, as required by the laws of Missouri.

The opinion of Justice Brewer of the Supreme Court of Kansas, recently delivered, discusses four propositions:

First. "Was the presentation of a petition signed by one-fourth of the qualified voters a condition precedent to any action by the Commissioners, and without which no power to issue bonds passed to the County Commissioners?"

Second. "Did the failure to name the railroad corporation avoid the whole proceedings?"

Third. "A majority of votes having been cast, as a matter of fact against the proposition, were the County Board authorized to subscribe the stock and issue the bonds?"

Fourth. "If no authority existed, therefore, did the proceedings of July 23, 1869, and subsequent vote confer authority."

Without discussing the first proposition, the learned Judge abandons it, deeming it correct by the act of 1868.

The Supreme Court of the United States have repeatedly decided that a petition to county courts, under similar statutes, to subscribe bonds is merely a formality precedent to the exercise of the authority given by the statute, is not the authority itself, and its omission or entire disregard by county officials, does not affect the bonds issued.

A bond issued under authority of a statute requiring a vote as a condition precedent to a subscription, has been held valid though no vote has been had. The recital, though false in fact, being held conclusive. If the petition or vote in either of these cases were the essence of the power itself, then that power does not emanate from the legislature, the law making power of the State, but from the voters who can confer no power upon municipal corporations, they being the creatures of the law—making power, and can derive existence and power from no other source.

The second proposition, "Did the failure to name the railroad avoid the whole proceedings?" assumes the proposition voted on was whether a subscription should be made, when in fact the essential and sole proposition was whether the bonds of the county should issue in payment of a subscription to any railroad that would build a railroad from the Tebo and Neosho, running westward via Fort Scott, on the restrictions and conditions contained in the published order. The vital proposition was the proposed bonded indebtedness; on what amount to be contracted every voter was fully advised. The power to subscribe, to make the *contract*, was given to the Board of Commissioners by the act itself. They were already capable of contracting and could contract, whether the bonds were ordered to be issued or not. But the order itself advises every voter what line of railroad these bonds would be applied to; there was but one road, the extension of the Tebo and Neosho Railroad, and the fact was patent from the order itself.

The question of subscribing not being required to be submitted, but only the question of indebtedness, how could the

omission to designate a particular railroad corporation affect the vote on the question of indebtedness? But even if the act of 1866 required the name of the corporation to which the bonds were to be issued to be set out in the order, why does not the act of 1868 as effectually cure this omission as it did the want of petition in the first proposition?

There is a wonderful breadth to be found in the act of 1868, when these propositions are considered.

The third proposition: A majority of votes having heen cast, as a matter of fact, against the proposition, were the County Board authorized to subscribe the stock and issue the bonds?

In view of the peculiar argument of the proposition, it were better stated thus: Is the law, settled by the Supreme Court of the United States, commencing with Knox vs. Aspinwall, and adhered to by that Court to this day in all their decisions, the law of the land, or not?

The false theory of this whole proposition is that the power of the municipal corporation is derived from a vote, not from the statute; that the vote gives the power to the county official to act, not the act of the Legislature. There is not a single case, save one, in the long list of cases decided by the Supreme Court of the United States, that gives the slightest countenance to this theory.

The fourth proposition: "If no authority existed, therefore did the proceedings of July 23d, 1869, and the subsequent vote, confer authority?"

It is conceded that the proposition submitted by the order of July 3d, 1869, is not subject to the objections raised to the election of 1867. In this election the proposition contained a named proposition—the Tebo and Neosho Railroad—a majority of more than two-thirds of the voters assented to the subscription, but the fatal objection is that two propositions were submitted to one vote, and great stress is laid upon the Illinois cases quoted, and especially the opinion of Judge Breeze. The Supreme Court of Illinois, in Bland v. Supervisors, 27 Ills., 305, a later case, say:

"When an election has been properly authorized, and there has been informality in the manner of submitting the question to the people (such as submitting two propositions as to aiding two different roads to a single vote), the bonds may be rendered valid, in the hands of an innocent holder, by the acquiesence of the people and their subsequent ratification by the county, in levying a tax and paying interest upon them."

This opinion concludes with a discussion of what is termed "a grave question." It is indeed a grave question, in face of the repeated decisions of the Supreme Court of the United States, to make the preliminaries to subscription the power itself; the manner of submitting the proposition, the canvassing of the vote, declaration of the result of the vote, not conditions precedent to be decided by the Board of Commissioners before they exercise the power granted to them, but the delegation of the power itself.

This is the false theory of the whole argument. Justices Nelson and Swayne meant just what the United States Supreme Court has said time and again, that the *bona fide*

holder for value shall not be defeated in his right of recovery because of a non-compliance of the county officials with the requirements precedent to exercise of the power granted to them. The curative act of 1868 is disposed of upon the assumption that the records of the Board of County Commissioners of Bourbon County (which the purchaser could alone look to), show that the vote of May 7th, 1867, was not a majority vote. The record, on the contrary, shows the vote of that election was canvassed, and it stands of record that there was a majority of twenty-six. (Declaration of canvasser final, Township of Rock Creek v. Strong, 6 Otto, 221). The purchaser could only see that fact.

The record shows no poll-book from Franklin township; the only figures of votes on the record show a majority for railroad bonds, and nothing could be known to the purchaser of the poll-book of Franklin township unless he had examined the canvass made in 1872, two years after he purchased the bonds.

This opinion utterly ignores the idea of ratification by positive acts of recognition, such as levying taxes, paying interest, receiving stock in the road and selling same, (Johnson County v. January, 5 Otto, 202), and silent acquiesence by the tax payers in the actions of their agents; from the date of the actual subscription in August, 1869, until the delivery of the bonds to the railroad, October 5th, 1870, more than a year, in which they could have restrained the issue of these bonds and prevented the possibility of a fraud, such as the destruction of these bonds in the hands of the present holders would work.

The first conclusion of law of the court below that the bonds and coupons are valid, is the true exposition of the law of this case and should be affirmed by this court.

JOHN D. STEVENSON,
Attorney for Defendant in Error.

IN THE

SUPREME COURT OF THE UNITED STATES.

JOHN H. D. BLOCK,
Plaintiff in Error,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF BOURBON COUNTY, KANSAS.

No. 290.

Statement of case, pleadings, evidence, findings of Court, conclusions of law, and judgment are set out supra in No. 234.

ASSIGNMENT OF ERROR.

Court below erred in its second conclusion of law.

Court below erred in rendering judgment for part of the coupons sued on.

Court below erred in not rendering judgment for the full amount demanded by Plaintiff in Error.

POINTS IN CASE.

The proceedings by mandamus (Lewis vs. Commissioners of Bourbon County) was to compel the county officials to perform a duty imposed on them by Statute. The only judgment that could be rendered was to grant or deny the writ.

Statutes of Kansas Rev. of 1868, p 760.

The judgment actually rendered (see Record, p. 189) was simply for Defendant and against Plaintiff and for costs, and neither in words or by implication does more than deny the writ.

The opinion of the Supreme Court of Kansas is no part of the judgment.

Gibson v. Chouteau, 8 Wall., 314.

This Court will decide the validity of the bonds under the laws of Kansas for itself.

Township of Pine Grove v. Talcott, 19 Wall. 666.

The bonds being valid, the judgment should be for the total amount of coupons exhibited.

The judgment in Lewis v. Bourbon County, if held to be an estoppel, is only good against the coupons due July 1st, 1872.

Bigelow on Estoppel, p. 104, 111.

Goodrich v. Yale, 8 Allen 454.

The judgment below should be reversed as to so much as sustains the plea in bar and judgment rendered for full amount demanded by Plaintiff below.

JOHN D. STEVENSON,
Att'y for Plaintiff in Error.

IN THE SUPREME COURT

OF THE

UNITED STATES.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON, KANSAS,
Plaintiff in Error,
vs.
JOHN H. D. BLOCK,
Defendant in Error.
No. 234.

JOHN H. D. BLOCK,
Plaintiff in Error,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON.
Defendant in Error.
No. 290.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

STATEMENT AND BRIEF.

J. E. M'KEIGHAN,
Attorney for Board of Commissioners.

St. Louis, Mo.: Press of G. I. Jones & Co.

IN THE

SUPREME COURT of the UNITED STATES.

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON, KANSAS,
Plaintiff in Error,
vs.
JOHN H. D. BLOCK,
Defendant in Error.
No. 234.

JOHN H. D. BLOCK,
Plaintiff in Error,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON.
Defendant in Error.
No. 290.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

STATEMENT.

This was an action brought by John H. D. Block, on the 17th of March, 1875, against the Board of County Commissioners of Bourbon County, Kansas, on certain coupons attached to certain bonds of Bourbon County, issued to the

Tebo and Neosho Railroad Company, — a *Missouri corporation*.

The petition first sets out a copy of one of the bonds and one of the coupons, which is as follows:

No.] STATE OF KANSAS. [$1,000

Stock Bond of Bourbon County.

Thirty years after date the county of Bourbon promise to pay to the Tebo and Neosho Railroad Company, *a corporation organized by authority of the laws of the state of Missouri and by virtue of an act of incorporation passed by the Legislature of the state aforesaid, and approved the 16th day of January, 1860*, or bearer, the sum of one thousand dollars for value received, with interest at the rate of seven per cent per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, from and after the first day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the Board of County Commissioners of the County of Bourbon, Ka's, dated March 8th, 1867.

[SEAL.] D. GARDNER,

Chairman Board of County Commissioners, Bourbon County.

Attest: C. FITCH, *Clerk.*

FORT SCOTT, KANSAS, July 1st, 1870.

Treasurer of Bourbon County will pay bearer thirty-five dollars, at the New York National Exchange Bank, in the city of New York, being semi-annual interest due on the day of , 18 , on the bond of the county of Bourbon, No. , to the Tebo and Neosho Railroad Company, issued in pursuance of an order of the Board of County Commissioners of said county, dated March 8th, 1867.

D. GARDNER,

Chairman Bourbon Board of County Commissioners.

C. FITCH, *County Clerk.*

The petition states that the county, by virtue of the laws of Kansas, had authority to issue the said bonds; that the county had received an equivalent amount of the stock of said railroad company; that the plaintiff bought said coupons, for value, in the open market; that for the years 1871 and 1872 the county levied and collected taxes to pay the interest on said bonds for said years, and did pay the first three semi-annual coupons; that said bonds have been registered by the auditor of state.

After these general averments, the petition states, in the proper number of counts, that the plaintiff is the owner of coupons numbered respectively 4, 5, 6, and 7, on bonds numbered from 131 to 150 inclusive, and the same coupons on bonds numbered from 1 to 100, inclusive; that said coupons have not been paid, and that, by reason of the premises, the county is indebted to the plaintiff in the sum of $16,800, for which he asks judgment.

The defendants were duly served, and on the 15th of April, 1874, filed their answer.

The answer first denies each and every allegation of the petition.

Second, it avers that *no vote of the electors of the county of Bourbon* was ever taken upon the question of subscribing stock, or issuing bonds to the *Tebo and Neosho Railroad Company;* that the order referred to in the bonds, dated March 8, 1867, ordered an election on the first Tuesday in May, 1867, for the purpose of submitting the question of voting to subscribe one hundred and fifty thousand dollars to any railroad running east, to *connect* with the Tebo and Neosho Railroad: that said Tebo and Neosho Railroad was not the company contemplated by said order, as it was to be built south-westerly from Sedalia, down through the western counties of Missouri, to the southern line of the state; that on the first Tuesday in May, 1867, there was an election held on said proposition, and the same was voted *down and rejected;* that there were ten townships and voting places in said county, viz., Freedom, Timber Hill, Marion, Marmiton, Scott, Drywood, Pawnee, Osage, Franklin, and Walnut; that the people of Walnut Township were known to be nearly unanimously opposed to said proposition, and no notices were posted up in said township, and no election held in it; that on said day there was an election held in the other nine townships, and the judges of said election, whose duty it was, under the law, to canvass the votes, did canvass the same and proclaim the result, and that by such canvass it appeared that said

proposition was defeated; that a meeting of the commissioners was held on the 10th of May, 1867, and the result of the vote was known, but, on account of the high waters, the poll-books of Franklin and Osage Townships had not arrived; that the commissioners agreed to meet and count the seven other townships, that had arrived, the vote of those townships being in favor of the proposition, and, if any railroad company would build the road, to re-submit the proposition; that after they had met and commenced canvassing the votes, a messenger arrived with the poll-books of Osage Township; that after the votes of Osage Township were counted, there were twenty-six majority in favor of the bonds; that as the commissioners knew the vote in Franklin Township stood 126 majority against said proposition, they immediately adjourned, without signing said statement or canvass, and left the town; that immediately after said board had adjourned, the poll-books from said Franklin Township were brought into the county clerk's office, and received by the said clerk, and by him put with the other books from the other townships, and were filed away by the clerk in the vault of his office, where they remained until the new Board of Commissioners came into office, when they were opened and counted; that said poll-books were in proper form, and showed a majority of 176 against said proposition.

The answer further sets out that at the next meeting of the board, the clerk laid the poll-book of Franklin Township before the board, but they refused to count the vote; that the county never subscribed to any stock in said company, nor was any such proposition ever submitted to the people of Bourbon County, and that the sole and only authority for issuing said bonds is contained in said proceedings.

The defendants, for a further answer to the coupons on bonds from 1 to 100, alleged that on the 21st of January, 1873, one William J. Lewis was, and still is, the owner of each of said bonds and coupons; that upon that day the

said Lewis commenced an original proceeding in the Supreme Court of the state of Kansas, to enforce the collection of said coupons numbered 4 and 5, and also coupon numbered 6, which matured while the cause was in progress; that in said cause the court decided that the Board of Commissioners had no authority to issue said bonds, and judgment was rendered against said Lewis. A certified copy of the proceedings and judgment was attached to the answer, and made part thereof.

Notice to plaintiff of the facts set up in the answer was averred.

Afterwards, in order to bring it more pointedly to the attention of the court, the defendants filed an amendment to their answer, alleging *that before said bonds were issued, and before any contract was made with reference to them, the laws of Kansas then and ever since then in force limited the power of counties and cities to issue bonds to railroad companies, to companies organized and incorporated under the laws of Kansas, and prohibited the issuance of bonds to companies organized under the laws of other states*, and that the said Tebo and Neosho Railroad Company, as recited in the bonds themselves, was and is a Missouri corporation.

To the answer and amendment thereto the plaintiff replied, denying in detail the allegations of defendants' answer, and setting up that a second election was held on the 27th day of August, 1869, which reaffirmed the election of May 7, 1867, and authorized the subscription under the original order of March 8, 1867.

Plaintiff also denied that the judgment of the Supreme Court of Kansas is an estoppel, or that before the said bonds were issued the power to issue bonds to railroad companies was limited to Kansas corporations, and alleged that at the time of the said vote, and for a long time prior and subsequent thereto, the Tebo and Neosho Railroad Company was engaged in the construction of a road, from the town of Sedalia, in the state of Missouri, to the city of Fort Scott,

in the state of Kansas, which road was finally constructed to said city of Fort Scott; that some time in the year 1870 the Missouri, Kansas, and Texas Railway Company, a Kansas corporation, bought the franchises, rights, and property, evidences of debt, and assumed all contracts then existing of the Tebo and Neosho Railroad Company.

On the 27th of November, 1875, the cause was submitted to the court, without the intervention of a jury, on the evidence. The court made certain findings of fact, and rendered judgment as follows:

THURSDAY, November 25th, A. D. 1875.

JOHN H. D. BLOCK, Plaintiff,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON, Defendant. } 975.

Now on this 27th day of November, A. D. 1874, said cause came on for hearing.

The plaintiff appeared by John D. Stephenson, his attorney; the defendant appeared by its attorney, McComas & McKeighan; and a jury having been waived by written stipulation on file, said cause was submitted to the court on the evidence introduced and arguments of counsel, on consideration of which, the court makes the following special findings of fact and conclusions of law:

From the evidence in this cause the court, to whom it was submitted (a jury being waived), finds specially the following facts:

1. The plaintiff is the owner of 20 bonds, from which part of the coupons in suit was detached, issued by the defendant, numbered from 131 to 150, inclusive, & purchased the same about June 1, 1871, in open market in St. Louis, Mo., & paid therefor in cash full value, to wit, $13,800, without any actual notice of the defences now relied on by the county, or any other defence.

2. One William J. Lewis is the owner of the remaining coupons in suit, from which the said coupons were detached, to wit, bonds numbered from one to one hundred, & became the owner thereof for value, & before maturity, & without actual notice of any defence thereto. The said coupons thus belonging to the said Lewis, have been delivered to, and are in the possession of, the present plaintiff to collect for the benefit of Lewis, less expenses of collection, & the present plaintiff included them in this suit to lessen the expenses of collection of his own.

3. All the bonds aforesaid, to which all of the coupons in suit were originally attached, were in the form following:

No. .] STATE OF KANSAS. [$1,000.

Stock Bond of Bourbon County.

Thirty years after date the county of Bourbon promise to pay to the Tebo and Neosho Railroad Company, a corporation organized by authority of the laws of the state of Missouri, and by virtue of an act of incorporation passed by the Legislature of the state aforesaid, and approved the 16th day of January, 1860, or bearer, the sum of one thousand dollars, for value received, with interest at the rate of seven per cent per annum, payable semi-annually, at the New York National Exchange Bank in the city of New York, from and after the first day of January, 1871.

City of Fort Scott, Kansas, July 1st, 1870.

By order of the Board of County Commissioners of the County of Bourbon, Kas., dated March 8th, 1867.

D. GARDNER,

Chairman Board of County Commissioners, Bourbon County.

Attest: [SEAL.] C. FITCH, *Clerk.*

These bonds were issued in July, 1870, duly signed & executed under the seal of the county defendant, dated July 1, 1870.

4. The Tebo and Neosho Railroad Company, the payee of said bonds named, is a corporation chartered on the 16th day of January, 1860, by the Legislature of Missouri, as recited in the bonds, the charter of which, it is agreed, may be considered as part of this finding. The sixth section thereof is as follows:

"SEC. 6. Said company shall have full power to survey, mark, locate, construct, maintain, and operate a railroad commencing at any point on the Pacific Railroad, between the west bank of the Lamine River and Muddy Creek, in Pettis County, by the most direct and practicable route in a southerly or south-westerly direction through Henry County, thence to some point on the state line between the northwest corner of Jasper County and the southeast corner of McDonald County, and for that purpose may hold a strip of land, not exceeding one hundred and fifty feet in width, with as many tracks as the president and directors may deem necessary: Provided, That in passing hills and valleys the said company are authorized to extend said width in order to effect said object. They may also hold sufficient land for the erection of depots, warehouses, water-stations, engine-houses, cattle-guards, wood and coal-houses, and machine-shops, and may select such route as may be deemed most advantageous, and may extend branch railroads into and through any counties that the directors may deem advisable."

Section 15 of the act to incorporate the Osage Valley Railroad is by the charter made applicable to the Tebo and Neosho Railroad. "The said company shall have power to extend, construct, maintain, and operate their said railroad or branches beyond the limits of the state."

The following map is made part of this finding: [For map see printed record, page 211.]

In October, 1870, the said Tebo and Neosho R. R. Company, under legislative authority from the state of Mo., sold & transferred all its rights, franchises, powers & privileges south of Sedalia, Mo., including subscriptions to the Mo., Kansas & Texas Railway Co., a Kansas corporation, which completed the road begun by the said Tebo & Neosho Co., & which constructed the road in a southwesterly course through Bourbon Co. (defendant herein) via F't Scott to Texas, which road is now in full operation. The transfer to the said M. K. & T. R'y Co. is as follows:

We, the undersigned, Asa C. Marvin, president of the Tebo and Neosho Railroad Company, and Jonathan R. Barrett, secretary of said company, do hereby certify that at a meeting of the stockholders of the said Tebo & Neosho Railroad Company, convened at Sedalia, Pettis County, state of Missouri, on the eleventh day of October, A. D. 1870, in pursuance of a call and notification to the stockholders of said company by the board of directors thereof, there being then and there present and represented and voting thirty-six thousand seven hundred & twenty-nine shares of the capital stock of said company, the following resolutions was unanimously adopted, to wit:

Resolved, That the stockholders of the Tebo & Neosho Railroad Company do hereby sell, assign, and convey to the Missouri, Kansas, and Texas Railway Company, a corporation organized under the laws of Kansas, all of its privileges, rights, powers, franchises, real estate, and other property the whole or any part of which is in this state, excepting only such as belong to the extension of the Tebo & Neosho line north from Sedalia via Boonville, Fayette, and Moberly to the railroad bridge at West Quincy, declared July 2d, 1869, certificate of which, dated July 3rd, was filed in the office of secretary of state; and we hereby authorize the officers of this company to execute the necessary papers for selling, conveying, and transferring the same upon the following terms:

That the Missouri, Kansas, and Texas Railway Company shall create and issue its capital stock to the amount of thirty-six thousand five hundred and seventy-five shares, to be exchanged share for share for the stock of the Tebo & Neosho Railroad Company issued and agreed to be issued on its line of road south of Sedalia to Fort Scott and each of the towns, townships, cities, and counties south of Sedalia, and such individuals as having heretofore subscribed to the capital stock of the said Tebo & Neosho Railroad Company, and paying for the same according to the terms of the subscriptions, shall be entitled to receive stock of the Missouri, Kansas, and Texas Railway Company, as in this article is provided for, upon the surrender to the Missouri, Kansas & Texas Railway Company of the shares of stock in said Tebo & Neosho Railroad Company so held by them, properly indorsed to the said Missouri,

Kansas, and Texas Railway Company; and said Missouri, Kansas and Texas Railway Company shall assume all indebtedness incurred for the construction or otherwise of the line between Sedalia and Fort Scott; and the said Missouri, Kansas & Texas Railway Company shall have, exercise, and enjoy all the rights, powers, privileges, and immunities of the original charter of Tebo & Neosho Railroad Company, and of the several amendments thereto, in the same manner and to the same extent as has been heretofore exercised and enjoyed by this company, or by the several shareholders whose stock shall be so exchanged, either or both.

And if hereafter it shall better suit the convenience of the Missouri, Kansas, and Texas Railway Company, or be more advantageous in their estimation, we, the said stockholders, do hereby authorize the board of directors of the Tebo & Neosho Railroad Company to enter into an agreement of consolidation of the Tebo & Neosho Railroad Company with the said Missouri, Kansas & Texas Railway Company, on its issuing, share for share, its stock in exchange for the stock of the Tebo & Neosho Railroad Company as above provided.

And that the said resolution, after having been adopted by the holders of a majority of the stock of said Tebo & Neosho Railroad Company as aforesaid, was and is entered of record upon the minutes of said company.

And we further certify that the said sale and merger has been assented to in writing by the holders of more than a majority of all the capital stock of the said Tebo and Neosho Railroad Company.

In testimony wherefore we, the said president and the said secretary, have hereunto set our names this nineteenth day of October, A. D. 1870, and caused the seal of the said Tebo and Neosho Railroad Company to be hereunto attached.

ASA C. MARVIN,

President of the Tebo & Neosho Railroad Company.

[SEAL.] I. R. BARRETT,

Secretary of the Tebo & Neosho Railroad Company.

[Three 5-cent stamps cancelled.]

Recorded in office of sec'y of state of Missouri, November 26, 1870.

[Indorsed] Certificate of sale & merger of the Tebo & Neosho Railroad Co. to and with the Missouri, Kansas & Texas Railway Company. Recorded on pages 316, 317, & 318, book R. R. Association. Francis Rodman, Sec'y of State. Filed Nov. 26th, 1870. Francis Rodman, Sec'y of State.

6. The following is the first order of the Board of County Commissioners of Bourbon County in relation to the said issue of the bonds in question:

At a meeting of the Board of County Commissioners of Bourbon

County, Kansas, on the 8th day of March, A. D. 1867, the following proceedings were had in relation to a railroad election, to wit:

Be it ordered by the County Commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the state of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall hereafter be organized that shall construct a railroad commencing at a point on the Tebo & Neosho Railroad, running westward via Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to be payable within thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon, and shall have received a majority of the votes cast in favor of the same, in pursuance of the provisions of "An act to authorize counties and cities to issue bonds to railroad companies," approved February 10th, 1865; and that said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds;" and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the county commissioners of Bourbon County are satisfied that the road-bed of the Tebo & Neosho Railroad is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct the road-bed and connect the said point with the city of Fort Scott.

[Signed] J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Com'rs.

Attest: J. S. EMMERT, *Clerk.*

STATE OF KANSAS,
County of Bourbon, ss:

I, J. S. Emmert, county clerk in and for said county, do hereby certify that the above is a correct copy of the order for an election to vote for and against issuing bonds, to be held on the 7th day of May, 1867, now on record in my office.

In witness whereof I have hereunto set my hand and the county seal this 25th day of March, A. D. 1867.

[L. S.] J. S. EMMERT,
County Clerk.

FORT SCOTT, March 8, 1867.

Board met pursuant to adjournment. Present, a full board.

Ordered, That an election be called on the first Tuesday in May, 1867, for the purpose of submitting the question of voting one hundred and fifty thousand dollars to any railroad running east to connect with the Tebo and Neosho Railroad, as per order published.

The following is a copy of order published, as :

Be it ordered by the County Commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the state of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall hereafter be organized that shall construct a railroad commencing at a point on the Tebo and Neosho Railroad running westward via Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to be payable within thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the said county of Bourbon, and shall have received a majority of the votes cast in favor of the same, in pursuance of the provisions of "An act to authorize counties and cities to issue bonds to railroad companies," approved February 10, 1865; and the said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds;" and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the county commissioners of Bourbon County are satisfied that the road-bed of the Tebo and Neosho Railroad is completed to such a point that the amount of bonds shall be sufficient and adequate to construct the road-bed and connect the said point with the city of Fort Scott.

[Signed] J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT,
Clerk.

FORT SCOTT, May 10, 1867.

The board met pursuant to adjournment. Present, A. C. Primm and C. W. Johnson, commissioners, and J. S. Emmert,

clerk. Proceed to canvass the returns of the election held on the 7th day of May, A. D. 1867, with the following:

Township.	For Railroad Bonds.	Against Railroad Bonds.
Freedom	3	94
Timber Hill	4	140
Marion	14	74
Marmiton	20	49
Scott	411	7
Drywood	8	7
Brown		16
Osage	8	55
Total	468	442

Majority for Bonds, 26 votes.

And it was declared that there was a majority of 26 votes cast for railroad bonds. And it was also further certified that there was no evidence of an election having been held in the township of Franklin and Walnut.

The court finds the facts in relation to the vote in said Franklin Township to be as follows:

The poll-book did not reach the county-seat until the afternoon of May 10, 1867, & not until after the county commissioners had canvassed the votes & adjourned; but the messenger with the poll-book notified one of the commissioners, Mr. Primm, on the street near the court-house, that he had arrived with the poll-book, & told the commissioner that the vote was all against the bonds, whereupon the commissioner informed the messenger that he was too late, as the board had completed the canvass and adjourned. One of the other commissioners resided in town. This poll-book was deposited with the others in the clerk's office the same day, but not opened.

At the next meeting of the board the clerk laid the poll-book of Franklin Township before the board, but they refused to open it because, as they said, it was too late, and it was filed with the other poll-books. Franklin Township cast four votes for and 134 against the proposition, & if the vote of that township had been counted in the canvass the proposition would have failed by more than 100 votes.

7. The following order was made by the Board of Commissioners of the defendant:

FORT SCOTT, July 23, 1869.

Board met pursuant to adjournment. Present, a full board.

The following proceedings were had under application from officers and directors of the Tebo and Neosho Railroad Company to the board to subscribe stock to said railroad, to wit:

Application being made to the board by the officers and directors of the Tebo and Neosho Railroad Company to subscribe stock to said railroad company to the amount of $150,000, in pursuance of the railroad election held May 7, 1867, the board upon mature

consideration decided that it was not advisable to make such subscription at the present time. It is, however, further considered by the board that the following order be made in the premises:

Be it ordered by the County Commissioners of the County of Bourbon, and State of Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the state of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall be organized hereafter that shall construct a railroad commencing at the city of Fort Scott, in the county and state aforesaid, running from thence west, north of the Marmaton River, upon the most practicable route, in the general direction of Humboldt, Allen County, Kansas, and that the bonds of said county be issued to said company for the payment of said subscription, said bonds to be payable within thirty years from the date thereof, and bearing interest, payable semi-annually, at the rate of seven per cent per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon aforesaid, and shall have received a majority of the votes cast upon said proposition in favor thereof, in pursuance of the provisions of the statutes in such cases made and provided, and that said question shall be submitted to said electors at a special election on Tuesday, the 24th day of August, A. D. 1869.

At the said election the votes shall be cast "For railroad bonds" and "Against railroad bonds": and if it shall appear upon a canvass of the votes cast at said election, by the proper officers, according to law, that a majority of the votes cast upon said question are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of the bonds to said company whenever the County Commissioners of Bourbon County are satisfied that the bonds herein provided for, with the other resources of said company, shall be sufficient and adequate to complete the construction of the road-bed ready for the iron from the city of Fort Scott to the west line of Bourbon County.

And whereas some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, A. D. 1867, to the Tebo and Neosho Railroad Company; and whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of the county;

It is therefore ordered and provided, that the decision of this question by the qualified voters of said county, at the said election, in favor of such subscription, shall be also a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company, and the Board of County Commissioners will accordingly, in such case, make the subscription authorized by said election of May 7, 1867, and will

issue the bonds therein provided for, as soon as the terms and conditions of said subscription are complied with by said railroad company.

D. GARDNER,
Chairman.

S. ROBERTS,
DAVID R. COBB,
Commissioners.

8. The following orders were made by the Board of Commissioners of the defendant at the several dates respectively shown:

FORT SCOTT, August 27, 1869.

Board met pursuant to previous order to canvass the vote of the election held on the 24th inst. in relation to the railroad bonds. Present, a full board.

The following is the result of the election:

Townships.	For Bonds.	Against Bonds.
Osage	6	76
Freedom	9	114
Timberhill	18	144
Franklin	3	171
Marion	63	61
Marmiton	46	40
Scott	229	7
Fort Scott, first ward	504	0
Fort Scott, second ward	532	0
Drywood	13	30
Pawnee	5	60
	1,428	703

And it was declared that there was a majority for the railroad bonds of seven hundred and twenty-five (725), and that the question was carried subject to the conditions of the call for said election.

The propriety of subscribing stock to the Tebo and Neosho Railroad Company was duly considered, and the following action taken:

Whereas an election was held in the county of Bourbon and state of Kansas on the 7th day of May, A. D. 1867, upon the following propositions, to wit:

Be it ordered by the County Commissioners of Bourbon County, Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the state of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized or that shall hereafter be organized that shall construct a railroad commencing at a point on the Tebo and Neosho Railroad, running westward via Fort Scott, and that the bonds of said county be issued to said company for the same, said bonds to

be payable within thirty years from the date thereof, and bearing interest at the rate of seven (7) per centum per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified electors of the county of Bourbon, and shall have received a majority of all the votes cast in favor of the same, in pursuance of "An act to authorize counties and cities to issue bonds to railroad companies." approved February 10, 1865, and that said question shall be submitted to said electors at a special election on the 7th day of May, A. D. 1867.

At said election the votes shall be cast "For railroad bonds" and "Against railroad bonds;" and if it shall appear upon a canvass of said votes by the proper officers, according to law, that a majority of the votes cast are in favor of the said subscription, then the above order shall be carried into practical operation by the issuing of said bonds to said company whenever the County Commissioners of Bourbon County are satisfied that the road-bed of the Tebo and Neosho Railroad is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct the said road-bed and connect the said point with the city of Fort Scott.

[Signed] J. R. MORLEY,
C. W. JOHNSON,
A. C. PRIMM,
Commissioners.

Attest: J. S. EMMERT, *Clerk.*

Which said proposition was declared carried on a canvass of said votes, according to law, and so stands recorded on the public records of the county.

And whereas some question arose afterwards as to the propriety and legality of subscribing the stock then voted to the Tebo and Neosho Railroad Company, an election was ordered and held in said county of Bourbon and state aforesaid, upon the following proposition, to wit:

Be it ordered by the County Commissioners of the County of Bourbon and State of Kansas, That there be subscribed in the name and for the benefit of the county of Bourbon, in the state of Kansas, one hundred and fifty thousand dollars to the capital stock of any railroad company now organized, or that shall be organized hereafter, that shall construct a railroad commencing at the city of Fort Scott, in the county of Bourbon and state aforesaid, running from thence west, north of the Marmiton River, upon the most practical route, in the general direction of Humboldt, Allen County, Kansas; and the bonds of said county be issued to said company for the payment of said subscription; said bonds to be payable within thirty years from the date thereof, and bearing interest, payable semi-annually, at the rate of seven per cent per annum: Provided, That said bonds shall not be issued until the question shall have been submitted to a vote of the qualified elec-

tors of the county of Bourbon aforesaid, and shall have received a majority of the votes cast upon said proposition in favor thereof, in pursuance of the provisions of the statute in such case made and provided; and that said question shall be submitted to said electors on Tuesday, the 24th day of August, A. D. 1869.

At the said election the votes shall be cast "For railroad bonds" and "Against railroad bonds;" and if it shall appear, upon a canvass of the votes cast at said election by the proper officers, according to law, that a majority of the votes cast upon said question are in favor of said subscription, then the above order shall be carried into practical operation by the issuing of bonds to the said company whenever the County Commissioners of Bourbon County are satisfied that the bonds herein provided for, with the other resources of the said company, shall be sufficient and adequate to complete the construction of the road-bed ready for the iron from the city of Fort Scott to the west line of Bourbon County.

And whereas some question has arisen as to the propriety and legality of subscribing the stock and issuing the bonds provided for by the election of the 7th of May, A. D. 1867, to the Tebo and Neosho Railroad:

And whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, aforesaid, will be generally satisfactory to the people of the county:

It is therefore ordered and provided, That the decision of the question by the qualified voters of said county at the said election, in favor of such subscription, shall also be a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company, and the Board of County Commissioners will accordingly, in such case, make the subscriptions authorized by said election of May 7, 1867, and will issue the bonds therein provided for as soon as the terms and conditions of said subscription are complied with by said railroad company.

[Signed] D. GARDNER, *Chairman.*
L. ROBERTS,
DAVID R. COBB,
Commissioners.

And whereas it appears from a canvass of the votes upon the proposition submitted on the 24th of August, 1869, that fourteen hundred and twenty-eight (1,428) votes were cast in favor of said proposition, and seven hundred and three (703) votes were cast against the same, whereby the said last recited proposition was carried by a majority of all the votes cast, and the proposition voted upon at the election of the 7th day of May, 1867, was reaffirmed: Now, therefore, in pursuance of said vote and the authority vested in us by law, we, the Board of County Commissioners of Bourbon County, do hereby constitute and appoint W. A. Shannon our agent to represent the county before the board of

directors of the Tebo and Neosho Railroad Company, and we hereby authorize and empower him, the said W. A. Shannon, to subscribe one hundred and fifty thousand dollars ($150,000) to the capital stock of the Tebo and Neosho Railroad Company, in the name and for the benefit of the county of Bourbon, said subscription to be made upon the express conditions, which is hereby made a part of said subscription, that the bonds of said county of Bourbon in payment of said subscription shall not be delivered to said Tebo and Neosho Railroad Company, nor shall said county become liable for the payment of any portion of said subscription of stock, until the road-bed of the Tebo and Neosho Railroad Company is completed to such a point that the amount of said bonds shall be sufficient and adequate to construct and complete the road-bed of said Tebo and Neosho Railroad, from Sedalia, in the state of Missouri, to said city of Fort Scott, in the state of Kansas. And provided further, that this subscription shall be void unless said road-bed shall be so completed from Sedalia to Fort Scott by or before the 1st day of January, A. D. 1872. And provided further, that no interest shall accrue or be paid on said bonds until the same shall have been delivered to said railroad company according to the terms and conditions before mentioned.

In testimony whereof the said Board of County Commissioners have hereunto subscribed their names and caused their seal to be affixed, at the city of Fort Scott, Kansas, on this 27th day of August, A. D. 1869.

[Signed] D. GARDNER,
LAWRENCE ROBERTS,
DAVID R. COBB,
Commissioners.

Attest: C. FITCH, *County Clerk.*

FORT SCOTT, July 1, 1870.

Pursuant to a call of a majority of the board, a meeting was held this day. Present, the chairman, D. Gardner, Esq., and H. S. Rubel, commissioners. The object of the meeting being to consider some business relative to the Tebo and Neosho Railroad, to be laid before the board by parties representing said railroad.

In order to give time and opportunity for the consideration of the business referred to, it was on motion ordered, that the board adjourn until to-morrow morning at 7 o'clock.

C. FITCH, *County Clerk.*

FORT SCOTT, July 2, 1870.

Board met pursuant to adjournment. Present, a full board.

The board proceeded to the consideration of the business for which they had convened.

Colonel P. A. LaDue, representing the Tebo and Neosho Railroad Company, was present. In view of the importance to the county of the early completion to Fort Scott of the Tebo and

Neosho Railroad, it was, on consideration by the board, ordered by the Board of County Cmmissioners of Bourbon County that there be prepared one hundred and fifty coupon bonds of the county of Bourbon, in the state of Kansas, in favor of the Tebo and Neosho Railroad Company, payable to said company or bearer, of the denomination of one thousand dollars each, bearing date the first day of July, A. D. 1870, and maturing thirty years after the date thereof, with interest at the rate of seven per centum per annum, payable semi-annually at the New York National Exchange Bank, in the city of New York, at which place the principal of said bonds shall be payable when the same matures, and that when said bonds be so prepared the same be signed by the chairman of the Board of County Commissioners and attested by the county clerk under the seal of the County Court, and that the coupons be signed by said chairman and said clerk, and that when so signed the said bonds, together with the coupons thereto attached, be delivered to J. S. Emmert, of Fort Scott, as the trustee of the county of Bourbon, and of the said Tebo and Neosho Railroad Company, its successors or assigns, and that the said bonds be delivered to said company, its successors or assigns, when the conditions on which the said bonds were voted have been complied with.

Ordered further, that J. S. Emmert be, and he is hereby, appointed the agent of the said county and trustee of the said company, its successors or assigns, to receive the said bonds when duly signed as aforesaid, as such agent or trustee, and that he safely and securely keep said bonds until the said company, its successors or assigns, becomes entitled to the same under the conditions on which they were voted, and that he thereupon turn over and deliver said bonds to the said company, its successors or assigns, and that he enter into bonds in due form, with good and sufficient sureties, in the sum of three hundred thousand dollars ($300,000), for the faithful performance of the trust aforesaid, and that when he so deliver said bonds he shall detach therefrom all the coupons which have matured, and if none of them have matured, then such a number thereof as shall cover all the interest which shall have matured to the date of delivery of said bonds, and return the said coupons to the Board of County Commissioners, to be canceled in their presence.

Ordered further, that the stock of the county in the Tebo and Neosho Railroad Company be sold and assigned to the Land Grant Railway and Trust Company of New York for the consideration of five dollars ($5), and that the Board of County Commissioners sign the transfer upon the express conditions and terms as recited in the written contract this day duly executed and filed in the office of the county clerk of Bourbon County, Kansas, for the purposes above specified.

The above minutes were duly approved by the board.

Adjourned.

Order.

FORT SCOTT, KAN., Jan. 2, 1871.

Board met pursuant to provisions of law. Present, Messrs. David R. Cobb, chairman of board, and H. S. Rubel, commissioners.

The county clerk laid before the board the receipts and other papers relating to the delivery of the one hundred and fifty thousand dollars ($150,000) of bonds of the county to the Tebo and Neosho Railroad Company, showing the delivery of said bonds to have been made by the county clerk, on the order and by direction of the chairman of the board, on the 5th day of November last, coupons to the amount of seventeen hundred and fifty dollars being first detached to cover interest from July 1st to September 1st, 1870. It is ordered by the board that said delivery be hereby approved.

And now this day comes P. A. LaDue, Esq., agent of the said Tebo and Neosho Railroad Company, and asks that the certificate of stock issued to the county to the amount of one hundred and fifty thousand dollars ($150.000), dated November 26, 1870, be assigned to Levi Parsons, trustee, for the persons composing the Land Grant Railway and Trust Company of the city of New York, in conformity with the action of this board taken and made by them of record on the 2d day of July, 1870.

It is now, therefore, ordered by the board that the assignment be so made, and all action thereto relating is hereby confirmed.

Adjourned.

FORT SCOTT, KANSAS, June 27th, A. D. 1872.

At the request of two members of the board, the chairman called a special meeting of the board.

Board this day met pursuant to the call. Present, T. W. Chapman, chairman, and J. W. Barnum and B. R. Wood, commissioners.

The question as to the proper canvass of the votes cast May 7th, 1867, being raised, the board proceeded to examine the records of the board under date of May 10th, 1867, and found that the votes cast in Walnut and Franklin Townships were not included in the canvass of the votes on that day.

The clerk furnished the poll-book of Franklin Township, which had heretofore remained sealed and unopened since it had been delivered by the messenger of said township. The poll-book of Franklin Township, aforesaid, being opened, shows that one hundred and thirty-four votes were cast at said election against the proposition to vote bonds to the Tebo and Neosho Railroad Company, and four votes for the proposition. Adding the said vote of Franklin Township to the vote as canvassed May 10th, 1867, the proposition to vote to issue the said bonds to the Tebo and Neosho Railroad Company is declared by the board to be defeated by a majority of 104 votes.

In view of the above facts, and the further fact that the order as published submitting the proposition to vote bonds to the said Tebo and Neosho Railroad Company under date of March 8th, 1867, as appears upon the records of said board, was not published in proper and corresponding form with said record, the Board of County Commissioners of Bourbon County aforesaid hold that said bonds are void, and were not issued in due form of law and in accordance with the requirements of the statutes of the state of Kansas in such cases made and provided, and that the subsequent order dated July 23rd, 1869, did not submit said proposition, as the law requires, to the people, and that the validity of the bonds afterwards issued to said railroad company in violation of law and the will of the people as expressed at said election is based upon the order of March 8th, A. D. 1867 (eighteen hundred and sixty-seven), as the face of said bonds show, and that they are, therefore, of no legal force and value, and that under a strict construction of the law this board cannot recognize the said bonds as a part of the indebtedness of the county of Bourbon aforesaid, and further hold that the treasurer of the county of Bourbon should not pay the interest due July 1st, 1872, on said bonds, for the foregoing reasons.

Therefore be it ordered by the Board of County Commissioners of the County of Bourbon in the State of Kansas, That C. A. Morris, the county treasurer of said county, be and he is hereby, ordered and required to withhold the payment of the interest falling due July 1st, 1872, on the bonds of one hundred and fifty thousand dollars, No. 1 to 150 inclusive, issued by a former board of said county to said railroad company, and to notify the New York National Exchange Bank, in the city of New York, as the fiscal agents of the said county, that no more interest will be paid on said bonds, and that the principal will not be paid at maturity.

By order of the board.

THOS. W. CHAPMAN,
Chairman.

J. W. BARNUM,
Commissioner.

B. R. WOOD,
Commissioner.

Attest: JAMES H. BROWN, *County Clerk.*

Minutes read and approved before being signed.
On motion, the board adjourned *sine die.*

JAMES H. BROWN,
County Clerk.

9. The following is an official abstract statement of the financial condition of Bourbon County, Kansas, for the year ending Novem-

ber 30, A. D. 1870, made in conformity with section 56, chapter 25, and section 75, chapter 107, of the General Statutes:

Amount expended for county purposes for the year		$36,319 45
Amount of county orders outstanding		27,333 92
County bonds for building bridges and internal improvement; amount outstanding	31,700 00	
Accrued interest	920 83	
		32,620 83
County bonds issued to railroad companies: To Missouri River, Fort Scott, and Gulf Railroad Company	150,000 00	
Accrued interest	4,375 00	
		154,375 00
To Missouri, Kansas, and Texas Railroad Company	150,000 00	
Accrued interest	2,625 00	
		152,625 00
Certificate of indebtedness to meet balance of interest due the M. R., F. S. & G. R. R. Company	2,150 00	
Accrued interest	89 55	
		2,239 55
Certificate of indebtedness to county agricultural society	3,000 00	
Accured interest	75 00	
		3,075 00
Total liabilities		$372,269 30

Abstract of Taxes levied for the Year 1870.

Total amount of taxable property, $4,236,061.00.

	Rate in Mills.	Rate per $100.	Amount.
Am't of tax levied to meet interest railroad bonds	6 1-2	65	$27,532 77
Am't of tax levied for state sinking fund	1-2	05	2,287 53
Am't of tax levied for state interest fund	1 1-4	12 1-2	5,771 98
Am't of tax levied for state tax (general)	6	60	27,438 31
Am't of tax levied for county tax, including appropriation to agricultural society	11	1 10	46,596 25
Am't of taxes levied to meet interest on bridge bonds	2 3-10	23	9,742 39
Am't of tax levied for state school fund	1	10	4,574 16
Am't of tax levied to meet jail bonds and interest	6-10	06	2,543 24
Township tax levied			106 19
Road tax levied			1,560 95
City tax levied (all funds except school)			24,577 63
School-district taxes (all funds)			44,734 57
Total amount levied for 1870			$197,412 03

Total population of Bourbon County, Kansas, as per census returns of 1870, 15,091.

This abstract was furnished the plaintiff at the time of his purchase of the bonds in suit.

The defendant levied and collected taxes for 1870, 1871, 1872, to pay interest on the bonds in suit, & paid the three first instalments of interest thereon.

10. The following is the record of the suit of the said William J. Lewis (the same Lewis mentioned in the second special finding, *supra*) against the said county of Bourbon (defendant herein) in the Supreme Court of Kansas, including the opinion of said Supreme Court in support of its judgment therein, to wit, which record, judgment, and opinion of the Supreme Court of Kansas is attached to the defendant's answer herein, and marked Exhibit A to said answer, which is hereby referred to and made a part of this finding.

The official report of the case of Lewis *v.* Bourbon County is contained in 12 Kansas Reports, p. 186, *et seq.*

11. The coupons numbered 4, amounting to $3,500, in suit herein, originally attached to said bonds numbered from one (1) to one hundred (100), are the same coupons in controversy in the said *mandamus* proceedings in the Supreme Court of Kansas, & are still owned by the said Lewis as the real and beneficial owner, though they are in possession of the plaintiff for collection as hereinbefore stated and found.

CONCLUSIONS OF LAW.

Upon the foregoing facts the court finds the following conclusions of law:

1. That under the act of the Kansas Legislature of February 10, 1865, as amended February 26, 1866, and the act of February 25, 1868, the bonds and coupons are valid in the hands of a *bona fide* holder for value without notice of the defenses set up in the answer.

(To which finding the defendant excepted.)

2. Under the statutes of Kansas, which treat *mandamus* as a civil action and the judgment therein as final, the plaintiff is estopped by the proceedings in *mandamus* had in and by the judgment therein rendered by the Supreme Court of Kansas, as respects all coupons on bonds numbered 1 to 100 inclusive; as to these coupons defendant is entitled to judgment.

(To which finding the plaintiff excepted.)

As to the others the plaintiff is entitled to judgment.

(To which finding the defendant excepted, & final judgment was entered accordingly as of the Nov. term, 1874, when this case was submitted.)

JOHN F. DILLON, *Circuit Judge.*

It is, therefore, considered, ordered, and adjudged that the plaintiff have and recover of and from the said defendant the sum of three thousand and eighty-three $\frac{4}{100}$ dollars, being coupons on bonds owned by the plaintiff numbered from one hundred and thirty one to one hundred and fifty, and his costs of suit taxed at $.

It is adjudged that the defendant have and recover judgment

against the said plaintiff on all coupons set out in the petition on bonds numbered from one to one hundred inclusive.

This entry and judgment to be made as of the November term, 1874, when the cause was submitted.

JOHN F. DILLON, *Judge.*

To these findings should be added the fact agreed to, that the Tebo and Neosho Railroad Company commenced building its road in Missouri, and after its sale to the Missouri, Kansas, and Texas Railway Company, the last named company constructed the road in a south-westerly direction, *via* Fort Scott, to Texas, and said road is in operation.

From the said judgment against them the Board of County Commissioners have sued out a writ of error.

The plaintiff, from the judgment against him, has also sued out a writ of error.

By stipulation, one record is to be used in both cases (record, p. 225); and by further agreement, the court consenting, both cases are submitted together.

For convenience, the laws of Kansas applicable to this case are here inserted, as follows:

ACT OF FEBRUARY 10, 1865.

(Page 41 of Laws of 1865.)

Bonds to Railroad Companies.

An Act to authorize Counties and Cities to issue Bonds to Railroad Companies.

Be it enacted by the Legislature of the State of Kansas:

Section 1. That the board of county commissioners of any county, to, into, through, from, or near which, whether in this or any other state, a railroad is or may be located, may subscribe to the capital stock of any such railroad corporation, in the name of and for the benefit of such county, not exceeding in amount the sum of three hundred thousand dollars in any one corporation, and may issue the bonds of such county in such amounts as they may deem best, in payment of such stock. *Provided*, that such bonds shall be issued only in payment of assessments made upon all the stocks of such company; which bonds shall bear interest at a rate not exceeding seven per cent per annum, and shall be payable within thirty years; and the said board of com-

missioners shall elect one of their number, who shall not be a stockholder, to cast the vote of the county at any election for directors, or at any meeting of the stockholders of such company; and said board of commissioners shall annually levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds, and to create a sinking fund for their redemption. But no such bonds shall be issued until the question shall be first submitted to a vote of the qualified electors of the county at some general or at some special election, to be called by the board of county commissioners, by first giving twenty days' notice in some newspaper published and having general circulation in the county, or in case there be no paper, then by written or printed notices, posted up in each election precinct; and in submitting said question, said board of commissioners shall direct in what manner the ballots shall be cast. If a majority of the votes cast at such election shall be in favor of issuing such bonds, the board of commissioners of the county shall issue the same.

SECTION 2. Said bonds, when issued, shall be in such form, and shall be numbered and registered in such manner, as the board of commissioners shall determine.

SECTION 3 provides that cities may issue bonds under certain conditions.

SECTION 4 authorizes the commissioners to subscribe stock and issue bonds when elections had been held before that time, and the electors had voted to issue the bonds.

SECTION 5. This act shall take effect and be in force from and after its publication once in the *Daily Conservative*.

Approved February 10, 1865.

S. J. CRAWFORD,
Governor.

The law was published in the Leavenworth *Daily Conservative*, February 14, 1865.

ACTS OF 1866.

(Page 72.)

BONDS TO RAILROAD COMPANIES.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That section one of "An act to authorize counties and cities to issue bonds to railroad companies," approved February 10, 1865, be amended to read as follows:

Section 1. That the board of county commissioners of any county, to, into, through, from, or near which, whether in this or

any other state, any railroad is or may be located, may subscribe to the capital stock of any such railroad corporation, in the name of and for the benefit of such county, not exceeding in amount the sum of three hundred thousand dollars in any one corporation, and may issue the bonds of such county in such amounts as they may deem best, in payment of said stock. *Provided*, that such bonds shall be issued in payment of any assessment made upon all the stock of such railroad company; which bonds shall bear interest at a rate not exceeding seven per cent per annum, and shall be payable within thirty years; and *provided further*, that when the electors of any such county have heretofore voted, or shall hereafter vote, to subscribe for stock, upon any condition or conditions, the county board of such county may subscribe for such stock, and issue their bonds in accordance with such conditions; and in such case the county board may issue such bonds in payment of full *paid stock;* and the said board of commissioners shall elect one of their number, who shall not be a stockholder, to cast the vote of the county at any election for directors, or at any meeting of the stockholders of such company; and such board of commissioners shall annually levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds, and to create a sinking fund for their redemption; but no such bonds shall be issued until the question shall be first submitted to a vote of the qualified electors of the county, at some general election, or at some special election to be called by the board of county commissioners, by first giving twenty days' notice in some newspaper published and having general circulation in the county, or in case there be no paper published in the county, then by written or printed notices posted up in each election precinct twenty days previous to the day of such election; and in submitting said question, said board of commissioners shall direct in what manner the ballots shall be cast. *If a majority* of the votes cast at such election shall be in favor of issuing such bonds, the board of commissioners of the county shall issue the same. *Provided*, that no city within the state shall issue bonds or incur any indebtedness whatever which shall in the aggregate exceed the sum of six hundred thousand dollars, and no county shall issue bonds which shall in the aggregate exceed the sum of twelve hundred thousand dollars.

SECTION 2 provides that before the question shall be submitted a petition shall be presented requesting the same, signed by one-fourth of the qualified voters of the city or county, and that the commissioners in their proclamation for an election, shall publish the restrictions and conditions under which they will subscribe to the stock, and they shall have no power to subscribe in any other manner.

SECTION 3 provides that sections three and four of the act of 1865 shall be applicable to this act.

SECTION 4 repeals section one of the act of 1865.

SECTION 5. This act to be in force after its publication once in the Leavenworth *Daily Conservative*.

Approved February 26, 1866.

S. J. CRAWFORD,
Governor.

Published in the Leavenworth *Conservative*, March 14th, 1866.

GENERAL STATUTES, 1868.

Chapter 23.

CORPORATIONS.

Be it enacted by the Legislature of the State of Kansas:

ARTICLE I.

This article classifies corporations.

ARTICLE II.

Provides how private corporations may be formed. The mode of incorporation is by the voluntary association of five or more persons. The preparation of a charter, stating name, purpose, place where, term, number of directors, amount of capital stock, the kind of road to be constructed, the place from and to which the road is intended to be run, the counties through which it is to be run, and the estimated length of the road.

ARTICLE III.

This article sets forth the powers and duties of corporations.

ARTICLE IV.

Miscellaneous provisions.

ARTICLE V.

Dissolution of corporations.

ARTICLE VI.

Railway Corporations.

SECTION 47. This section gives certain powers to railway corporations.

SECTION 48 requires maps and profile to be filed of intended route, in county clerk's office.

SECTION 49. Company shall give written notice to occupants over designated route.

SECTION 50 provides how route of road may be changed.

SECTION 51. The board of county commissioners of any county, the city council of any city, or the trustees of any incorporated town may take stock for such county, city, or town in, or loan the credit thereof to, any railway company *duly organized under*

this or any other law of the state, but a majority of the qualified voters of such county, city, or town must at a regular or special election, to be held therein, first assent to such subscription before it can be made.

SECTION 52. A special election may be ordered by the county board of any county, the city council of any city, or the corporate authorities of any town or village, at any time, for the purpose of ascertaining the sense of the voters of such county, city, town, or village, as prescribed in the preceding section. Notice shall be given of any such election, at least sixty days before the holding of the same.

SECTION 53. Upon the making of such subscription, such county, city, or town shall thereupon become, like other subscribers to such stock, entitled to the privileges granted and subject to the liabilities imposed by this act, or by the charter of the company; and in order to raise funds to pay the instalments which may be called for from time to time by the board of directors of said railroad, it shall be the duty of the board of county commissioners, or city council, or board of trustees of the town or village making the subscription, to issue their bonds, to levy a tax upon all property taxable by law, to pay such instalments, to be kept apart from other funds, and appropriated to no other purpose than to pay such subscription; but the total amount of tax levied for railway purposes in any one year, in any county, city, town, or village, shall not exceed ten *per centum* of the subscriptions made by such county, city, town, or village.

SECTION 54. The board of county commissioners of any county, or the city council of any city, or trustees of any town or village interested, may appoint and empower an agent to represent the county, city, town, or village, to subscribe and transfer its stock, give its vote and receive its dividends, if any, and to change such agent at pleasure.

SECTIONS 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 provide certain regulations for the operation of railroads in the state.

ARTICLES VII, VIII, IX, X, XI, XII, XIII, XIV, XV, and XVI have relation to other classes of corporations.

The last two sections of Chapter 23 are as follows:

SECTION 133. *All other acts and parts of acts* inconsistent with this act are *hereby repealed*.

SECTION 134. This act to take effect and be in force from and after its publication in the statute-book.

Approved February 29, 1868.

GENERAL STATUTES OF KANSAS, 1868.

(Page 892.)

AN ACT TO AUTHORIZE COUNTIES TO ISSUE BONDS TO RAILROAD COMPANIES.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. *Whenever a majority* of the persons voting at any

election called by the board of county commissioners of any county have heretofore voted in favor of subscribing stock and issuing bonds to any railroad company or companies, the board of county commissioners of such county may subscribe stock to the capital stock of such railroad company or companies, to the amount and on the conditions specified in the order of such board of county commissioners in such cases, and pay such subscription by issuing to such company bonds of such county at par, payable at a time therein to be fixed, not exceeding thirty years from the date thereof, bearing interest at the rate of seven per cent per annum, with interest coupons attached, whether such orders and elections, or either of them, have been in compliance with the statutes in such cases made and provided, or not, or whether the proposition submitted at the election had was for the subscription of bonds to one or more railroad companies.

SECTION 2. The board of county commissioners of such counties shall, annually, levy and collect, at the same time and in the same manner that general taxes are levied and collected, a tax sufficient to pay the annual interest on such bonds, and to create a sinking fund for their redemption.

SECTION 3. The board of county commissioners of such counties shall elect one of their number, who shall not be a stockholder of such company.

SECTION 4. The provisions of this act shall be applicable in all cases where the election was held upon the subscription of stock and the issuance of bonds prior to the 21st day of January, A. D. 1868.

SECTION 5. This act shall take effect and be in force from and after its publication once in the *Kansas Daily Tribune*.

Approved February 25, 1868.

Published February 26, 1868.

GENERAL STATUTES OF KANSAS, 1868.

(Page 1122.)

Be it enacted by the Legislature of the State of Kansas:

ARTICLE I.

SECTION 1. The following acts of the Legislature shall constitute the general statutes of Kansas, to wit: All acts revised by the commissioners appointed to revise the general laws of this state, and reported to and enacted by the Legislature at the present session, and the following *named* acts, or so much or such part thereof as may be and remain in force at the time of the passage of this act, to wit:

Here follow sixty-seven acts, all particularly described,

and all of which are found incorporated under their appropriate heads in the General Statutes of 1868. *The* acts of 1865 or 1866 *are not named* as among the acts continued in force.

SECTION 2. All other acts of a general nature embodied or re-enacted *in whole or in part* in any of the statutes hereinbefore enumerated, or repugnant thereto, *are hereby repealed. Provided*, that the provisions of an act to provide for the redemption of real estate, etc., shall be and remain in force, etc.

SECTION 3 has relation to the rules of common law.

SECTION 4. All acts relating to the bonded indebtedness of the state, all acts in relation to public institutions of the state, and all acts and parts of acts of a private, local, or temporary nature, or specifically applicable to particular cities or counties, or to any district or subdivision of the state, now in force, not expressly repealed by or repugnant to the provisions of the general statutes, shall continue in force or expire according to their respective provisions or limitations.

SECTION 5 has reference to the Criminal Court of Leavenworth.

SECTION 6. The repeal of the acts and parts of acts revised and reenacted in the general statutes aforesaid, or repugnant to the provisions thereof, shall not revive any law heretofore repealed or superseded, nor any office heretofore abolished, neither shall it affect any act done, or right accruing or accrued, or any suit or proceeding in any civil action before the repeal takes effect, but the proceeding therein shall, when necessary, conform to the provisions of the general statutes; nor shall such repeal affect any penalty or forfeiture incurred before it takes effect under any of the laws repealed, except that when a punishment, penalty, or forfeiture is mitigated by the provisions of the general statutes, such provisions may be extended and applied to any sentence or judgment pronounced after said repeal; nor shall such repeal affect any suit or prosecution pending at the time it takes effect for an offence committed or incurred under any of the acts repealed, except that the proceeding therein shall, when necessary, conform to the provisions of the general statutes.

SECTION 7 has reference to limitation of actions.

SECTION 8. The provisions of the general statutes, so far as they are the same as those of prior laws, shall be construed as a continuation of such laws, and not as new enactments.

SECTION 9 provides how the general statutes are to be published.

SECTION 10. All acts contained in said volumes, which have not already taken effect, shall take effect and be in force from and after the date of such publication, as certified by the secretary of state, when not otherwise specially provided.

ARTICLE II.

This article provides for the printing and publishing of the general statues.

SECTION 25. Article II of this act shall be published once in the *Kansas State Journal*, and shall take effect and be in force from and after such publication. Article I shall not take effect until published in the statute-book.

Approved March 3, 1868.

Article II published in the *Kansas State Journal*, March 7, 1868.

Said general statutes, as shown by certificate of secretary of state, went into effect on the 31st day of October, A. D. 1868.

ACTS OF 1869.

(Page 108.)

CHAPTER 29.

Concerning Private Corporations.

AN ACT TO AMEND SECTIONS 51, 52, AND 53 OF AN ACT ENTITLED, "AN ACT CONCERNING PRIVATE CORPORATIONS."

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That section fifty-one of chapter twenty-three, General Laws 1863, be, and the same is hereby, amended so as to read as follows:

Section 51. The board of county commissioners of any county, the city council of any city, or the trustees of any incorporated town, may subscribe for and take stock for such county, city, or town in, or loan the credit thereof to, any railway company duly organized under this or any other law of the *state* or *territory of Kansas*, upon such condition or conditions as may be prescribed by the aforesaid county, city, or town authorities. *Provided, however*, that a majority of the qualified voters of such county, city, or town, voting upon the question of subscribing and taking such stock, shall at a regular or special election to be held therein, first assent to such subscription, and the terms and conditions prescribed as aforesaid, upon which the same shall be made; and *provided further*, that when such assent shall have been given to such subscription as aforesaid, it shall be the duty of the said county, city, or town authorities, as the case may be, to make such subscription.

SECTION 2. That section fifty-two of said chapter three will be, and the same is hereby, amended so as to read as follows:

Section 52. A special election may be ordered by the county

commissioners of any county, the city council of any city, or the corporated authorities of any town, at any time, for the purpose of ascertaining the sense of the voters of such county, city, or town, as contemplated by the preceding section. Notice of such election shall be given at least thirty days before the holding of the same, and the question or questions to be submitted thereat shall be set forth in such notice.

SECTION 3. That section fifty-three of said chapter twenty-three be, and the same is hereby, amended so as to be read as follows:

Section 53. Upon the making of such subscription such county, city or town, shall thereupon become, like other subscribers to such stock, entitled to the privileges granted and subject to the same liabilities imposed by this act, or by the charter of the company in which such stock is taken, except as the same shall be varied and limited by the terms and conditions upon which the said subscription shall have been authorized and made, and it shall be the duty of the board of county commissioners, or city council, or trustees of the town, making such subscription as aforesaid, to pay for the same and the stock thereby agreed to be taken by such county, city, or town by issuing to the company entitled thereto, the bonds of such county, city, or town, at par, payable at a time to be fixed, not exceeding thirty years from the date thereof, bearing interest at the rate of seven per cent per annum, and with interest coupons attached, and it shall be the duty of the board of county commissioners, or city council, or town trustees of any such county, city, or town so taking and subscribing stock in any railway company, and in issuing bonds in payment therefor as aforesaid, to annually levy, or cause to be levied, and collect, or cause to be collected, at the time and in the manner that general taxes are collected, a tax sufficient to pay the annual interest on such bonds, and create a sinking fund for their redemption, and the amount so levied and collected shall be kept apart from other funds, and appropriated to no other purpose than to pay said interest and redeem said bonds.

SECTION 4. That sections fifty-one, fifty-two and fifty-three of chapter twenty-three of General Statutes of 1868, of which the foregoing sections are amendatory, be, and the same are hereby, repealed.

SECTION 5. This act shall take effect from and after its publication once in the *Daily Kansas State Record*.

This is to certify that the foregoing is a true and correct copy of the original enrolled bill now on file in my office, and that the same was published in the *Daily Kansas State Record*. Feb. 27, 1869.

THOMAS MOONLIGHT,
Secretary of State.

ASSIGNMENT OF ERRORS.

1. The court erred in holding that under the act of February 10, 1865, as amended February 26, 1866, and the act of February 26, 1868, the bonds and coupons in suit are valid in the hands of a *bona fide* holder for value without notice of the defences set up in the answer.

2. The court erred in holding that Bourbon County could, under any circumstances, issue the bonds in controversy to the Tebo and Neosho Railroad Company.

3. The court erred in holding that the curative act of February 25, 1868, had any application to these bonds or in any manner authorized their issuance.

4. The court erred in holding that the Tebo and Neosho Railroad Company was, or could have been contemplated by the order and call for an election of March 8, 1867.

5. The court erred in not holding that the said order of March 8, 1867, and the election thereunder, *excluded* by its terms the Tebo and Neosho Railroad Company, inasmuch as the road designated was one to *connect* with the said Tebo and Neosho Railroad, and to be built by way of Fort Scott, Kansas.

6. The court erred in not holding that the commissioners of Bourbon County had no authority to issue bonds under said order and election, *the majority of the votes cast having been against any issuance.*

7. The court erred in not holding that under the laws of Kansas, as construed by the Supreme Court of Kansas, the said order and election was void, no railroad company having been named in the call or notice of the election.

8. The court erred in not holding that the order of July 23, 1869, and the election thereunder, conferred no authority to issue bonds to the Tebo and Neosho Railroad Company.

9. The court erred in not holding that, by the General Statutes of 1868, and the act of 1869, all power was taken away to issue bonds to railroad companies of other states, where no act had been done or contract made prior to such repeal, so as to create a vested right.

10. The court erred in holding, under the facts found, that the plaintiff was, or could be, a *bona fide* holder of the bonds without notice of the defences of the county.

11. The court erred in rendering any judgment for the plaintiff; judgment should have been for the defendant.

POINTS AND AUTHORITIES.

1. The findings of fact in this case show that a majority of the votes cast at the election, under which authority is claimed to issue the bonds in controversy, was against the proposition. The law required a majority to be in favor of the bonds and subscription. A minority vote could not, and did not, give the authority. "*All* the decisions concur that, if a majority of the votes cast are against the proposition to issue bonds, the entire foundation of the proceedings is gone. There is an absolute want of jurisdiction to proceed further in the matter, *and an attempt to do so is void*, as are the proceedings, or issues, based upon it. The courts, in the exercise of their general jurisdiction, have the power to inquire into the number of votes actually cast for and against the proposed issue of bonds.

Commissioners *v.* Thayer, 94 U. S. 631 (particularly pages 640 and 641, where this language was used with reference to the bonds in suit in this case).
Also, Lewis *v.* Commissioners of Bourbon County, 12 Kan. 186.

2. The laws of Kansas had not conferred upon the Board of Commissioners the authority to canvass the votes, and

no canvass, therefore, made by them, can be used to make a majority out of a minority.

Lewis *v.* Commissioners of Bourbon County, 12 Kan. (Pages 196 and 197 of printed record.)

3. The order of March 8, 1867, calling an election to subscribe stock to any railroad which would connect with the Tebo and Neosho Railroad Company, by its very terms excluded the Tebo and Neosho Railroad. (Printed record, p. 214, and of this brief p.). The Tebo and Neosho Railroad was the road to be connected *with;* the bonds were to be issued to any railroad which would make such connection. Authority given to issue bonds to one railroad company does not authorize their issue to another railroad company.

~~St. Joseph & D. C. R. Co. *v.* Nemaha County, 11 Kan. 566.~~

Marsh *v.* Fulton County, 10 Wall. 676.

Harshman *v.* Bates County, 92 U. S. 569. (See p. 574 and 575, which principle is not reversed.)

State *ex rel. v.* Nemaha County, 10 Kan. 569.

4. The Tebo and Neosho Railroad Company was a Missouri corporation, and not having any authority by any general or special law of Kansas to build a road in Kansas, could not build its road *via* Fort Scott, in Kansas. It is, therefore, excluded from the roads contemplated by the order and election, for want of power to do the thing required to be done. A railroad chartered by one state cannot build its road in another state without the consent of the latter state, *although its charter confers authority to construct a road outside the limits of the former and within the latter.*

Railroad Co. *v.* Harris, 12 Wall. 80 (p. 81 of that case).

5. The order and call for an election were void; no corporation was named to whom the bonds were to be issued.

12 Kan. 186.

6. No aid is given to the bonds by virtue of the order of July 23, 1869, and the election and subsequent proceedings thereunder. (Printed record, pp. 215 to 222, and of this brief, p. .) The laws of 1865 and 1866 authorized counties, under certain conditions, to issue bonds to railroads located to, into, through, or near such county, whether it was a foreign or domestic corporation. But these acts were repealed by the General Statutes, and the right to vote or issue bonds restricted to Kansas corporations. The election under that order was, therefore, a nullity, so far as these bonds are concerned, no contract having been made. This is the principal objection; a minor one is that electors were called to vote upon two propositions at the same election, and by the same vote.

12 Kan. 186 (printed record, p. 197).
U. P. R. Co. *v.* Davis County, 6 Kan. 256.
Commissioners of Daviess County *v.* Aspinwall, 22 How. 364.

This point was not made in the Lewis case.

7. The curative act of February 25, 1868, did not authorize the issuance of these bonds. It was an act to cure irregularities and to carry out the will of the majority, not the minority.

12 Kan. 186 (p. 197 of printed record.)

The act does not say whether bonds may be issued or not to foreign corporations. It must, therefore, be construed in connection with the general law in force where its authority is invoked.

Acts *in pari materia* are to be construed together as forming one act.

Alexander *v.* Mayer, 5 Cranch, 1.

Where a statute is made in addition to another statute on the same subject, they must be construed together.

Pearce *v.* Alwood, 13 Mass. 324, 344.

Statutes which apparently conflict are to be reconciled, and validity given to each.

Beals *v.* Hale, 4 How. 37.

Statutes *passed at the same session* of the Legislature, upon the same subject-matter, are to be construed together.

Black *v.* Scott, 2 Brock. 325
The State *v.* Rackley, 2 Blackf. 249

8. The payment of these instalments of interest, and the nominal subscription to the stock of the Tebo and Neosho Railroad Company, create no estoppel against the county, as the bonds are void. Acts of this character cannot supply the want of power.

9. The fact that the Missouri, Kansas, and Texas Railway Company, a Kansas corporation, built a railroad by way of Fort Scott, after having bought out the property and privileges of the Tebo and Neosho Company, cannot help the bonds. The bonds were contracted to be issued to the Tebo and Neosho before such purchase and construction, and were issued to that company in its own right, and not by virtue of any thing done, or to be done, by the Kansas company. In other words, if, as is claimed, there was an entire want of power to issue to the Tebo and Neosho Company, the plaintiff cannot avoid such a fundamental objection by showing that there was another company to whom, perhaps, they might have been, *but were not*, issued.

10. The plaintiff was not, and could not, as matter of law, be an innocent purchaser of these bonds. The bonds contain no recitals, except that the Tebo and Neosho Railroad Company is a Missouri corporation. He must be held to know that bonds could not be issued to foreign corporations, and was bound to know every fact which a diligent and proper investigation would have revealed to him.

ARGUMENT.

I.

To sustain these bonds, under any view of the case which may be taken, it must be decided that, although the power to issue bonds, of the character of those in controversy, could only be created by a majority vote of the electors voting at any election, yet the same power may be created by a minority vote, aided by the corrupt and fraudulent action of ministerial officers, whose authority, even where it exists, is special and not general, and that the act of execution by a special agent, known to be such, shall stand in lieu of lawful authority, without any representations in the bonds to disarm inquiry.

Cases decided by this court will no doubt be urged, which, in the phraseology used, may seem to give color to this claim. But when read in connection with the particular facts of the cases, they will be found to fall far short of establishing the principle necessary for the plaintiff in the case at bar. In the cases which will be cited, the bonds contained recitals, either general or particular, that the conditions precedent had been complied with, or a majority of the electors had, in fact, voted for the bonds.

Here the bonds contain no recitals that any conditions had been complied with, and in fact a majority had voted against them.

In the case of the Town of Coloma *v.* Eaves, 92 U. S. 484, which will be cited, the defence was not

that a majority of the electors had voted against the bonds, but that the legal voters had not been *notified* to vote upon the question. The Illinois law requires notices to be posted in three public places in the town. The bonds recited that they were issued in accordance with a vote of the electors of said town of Coloma." It does not appear from the report of the case that there was in fact no election, or that at any election held the bonds were voted down. Inasmuch as the defence was not so framed, it would appear that there was an election, and that the electors voted to issue the bonds. The want of notice, where the territory is small, and an election, in fact, has been held, is in truth a very technical defence, and one not calculated to excite sympathy or favor. The pendency of such a proposition in a village or town, and that it will be voted upon at a given time, is always practically made known rather by public and private discussions, or the appeals of the local press (who somehow are always in favor of issuing the bonds), than by the formal notice required by law. The language of the court in such a case can hardly be said to include a case where the proposition was defeated by the votes cast.

The case of The Commissioners of Johnson County *v.* Thayer, 94 U. S., contains the latest and most forcible enunciation of the law applicable to this case, and particularly as the court was pressed by the counsel for the county to concur with the decision of the case of Lewis *v.* The Commissioners, 12 Kan., that the railroad company must be designated. The court, in declining to follow the Kansas Supreme Court upon this point, says: "Had this been the only, or an indispensable part of the decision, we should have been called upon to inquire whether the decision was one of that class of state decisions upon its own statute that was binding upon us. The other question, however, existing and decided in that case, was in its nature *so exclusive and* controlling, that any thing said or professed to be decided beyond it does not require much considera-

tion. The court held that in the exercise of its general jurisdiction it had the power to inquire into the number of votes actually for and against the proposed issue of bonds; and, upon making such inquiry, it found and determined that in fact a majority of the votes cast were against the proposition. *Upon this point all the decisions of this court, and, so far as we know, of all other courts, concur.* If a majority of the electors cast their votes against the proposition to issue bonds, the entire foundation for the proceedings is gone. There is an absolute want of jurisdiction to proceed further in the matter, and *an attempt to do so is void*, as are all proceedings or issues based upon it. With this elemental failure existing in that case, other and further decisions tending to the same result are not to be regarded as authority."

The bonds in this suit, and the bonds which were in controversy in the Lewis case, and held to be void because the people voted against them, are the same. No decision of this or any other court can be found which sustains bonds issued in defiance of the law, on a minority vote. The cases which will be cited are all cases where the vote was in favor of the bonds, and the bonds so recited; the recitals in the bonds, that the law had been complied with, preventing or excusing further inquiry as to whether or not the regular steps had been taken.

But it will be urged that the so-called canvass of the commissioners is conclusive, and the facts cannot now be inquired into. This was argued in the Lewis case, and overruled, and approved by this court in the Johnson County case.

If there had been legislative authority to issue the bonds in suit under certain conditions, and the bonds had recited that these conditions had been complied with, the argument would have some plausibility. The purchaser of bonds like those in suit must inquire, and find both legislative and actual authority; and even if the commissioners had made a record which on its face was clean, and showed that the bonds

were authorized to be issued by a majority vote, yet, as this court has said, the court has "the jurisdiction" to inquire for itself whether or not such was the fact. This principle has peculiar force in this case. The county commissioners had no express authority to canvass the vote, no time was named when a canvass should be made, and the record which was made contained enough to lead to a discovery of the truth.

Lewis *v.* Commissioners, 12 Kan.

The record of the meeting of May 10, 1867, at which the votes were canvassed, distinctly informs the purchaser that there were two townships whose votes were not canvassed, — Franklin and Walnut,— but "that there was no evidence that there had been an election in those townships. (Printed record, 215, and of this brief, p. .) This simply is equivalent to saying that, at the time of the canvass, the returns had not come in. The presumption of the law is that there was an election. To rebut this presumption, the record must have shown that no election had been in fact held in these townships. The board did not need evidence to show that there was an election. The purchaser, going to the record, would be bound to inquire and learn whether or not an election had been held in those townships, and what the result was. The peculiar and very guarded statement of the commissioners can have no effect except to apprise the purchaser that there are facts *aliunde*, which it is his duty to investigate; and the returns were on file to show that the bonds were defeated, and further investigation would have shown that the returns were presented to the Board of County Commissioners at the next meeting, and rejected because they were filed too late.

Section 28, page 410, General Statutes of 1868, which was the same law in force in 1867, provides that the county commissioners, on the Friday next following an election, shall determine the persons who have received the greatest

number of votes in the county for the several county, district, and state officers, and such determination shall be reduced to writing and signed by said commissioners, and attested by the clerk, and shall be annexed to the abstract of votes, etc.

This was the only authority the commissioners had to canvass the votes of any election, and it was, no doubt, under this section that they met on Friday, May 10, 1867, and undertook to make a canvass. If this section is to determine that Friday was the proper day to make the canvass, and the commissioners the proper officers to make it, then the canvass is not completed, as it is not signed or verified. But these are not the only facts which would lead a purchaser, bent on discovering the truth, and not already resolved to buy the bonds, to make further inquiries. On the 23d of July, 1869, the officers and directors of the Tebo and Neosho Railroad Company made an application to the Board of Commissioners to subscribe to the stock of that company, in pursuance of the election of May 7, 1867. The board decided (printed record, pp .215, 216, of this brief, p.) that it was not advisable to make the subscription at that time, but made an order that an election be called, to vote on subscribing stock to a road commencing at the city of Fort Scott, and running west to Humboldt, and disposed of the application for subscription to stock in the Tebo and Neosho Railroad Company, as follows:

"And whereas some question has arisen as to the *propriety* and *legality* of subscribing stock and issuing the bonds provided by the election of the 7th day of May, A. D. 1867, to the Tebo and Neosho Railroad Company; and whereas it is considered that the foregoing order, in addition to the one affirmed on the 7th of May, 1867, as aforesaid, will be generally satisfactory to the people of Bourbon County: it is, therefore, ordered and provided, that the decision of this question by the qualified voters of said county, at the said election, in favor of such subscription, shall be also a decision in favor of the former subscription of the 7th of May, 1867, being made at once to the Tebo and Neosho Railroad Company, and the Board of County Commissioners will, accordingly, in such case, make the subscription," etc.

Here was distinct notice that doubt had arisen as to the legality of issuing these bonds. It is a notice that the doubt was so great, and of such a character, that the commissioners would and they did not issue the bonds on the election of May 7, 1867, unless the majority of the voters would, at the election then called, signify their assent to such issuance by voting for another proposition. It was, then, on the last election, in August, 1869, that the commissioners issued the bonds, and not on the election in May, 1867.

Can it be claimed that with such a record, and under such circumstances, the plaintiff could be an innocent purchaser? Suppose there had been inserted in the bonds the so-called record of the canvass of May 10, 1867, showing that the votes of two townships had not been counted, and that the order of July 23, 1869, also had been inserted, showing that a question had arisen as to the right of the commissioners to issue the bonds, and that they refused to issue them unless the people would vote that they should; and suppose the other fact existed as shown by the findings, that the bonds were voted down, that the returns on file showed it, and that the returns of Franklin Township, long before any contract was attempted to be made, and at the next meeting of the board after the 10th of May, 1867, were presented to the board, and they refused to count them; could the holder of such bonds tranquilly close his eyes and say that every thing appeared regular? The answer is obvious; the law will not permit the purchaser of commercial paper to *persist* in being an innocent purchaser, in utter disregard of what he might and ought to know, but will not.

II.

The order of March 8, 1867, excluded, by its terms the Tebo and Neosho Railroad, and all other Missouri railroads. This is clear from an examination of the order. The

charter of the Tebo and Neosho authorized it to build a railroad south-westerly from Sedalia, through Henry County, Missouri, thence to some point on the state line, between the north-west corner of Jasper County and the south-east corner of McDonald County. (Printed record, pp. 210, 241, and of this brief, p. .) This road could not be built to Fort Scott; its nearest point was at least twenty miles east. The order and call were to subscribe stock and to issue bonds to any company which would build a road to connect with the Tebo and Neosho, *by way of Fort Scott*. Such a company could not be the Tebo and Neosho Railroad, nor any other Missouri corporation. There was no law, general or special, which authorized foreign corporations to build railroads in Kansas. The companies comprehended in the order and election of 1867 were companies which could, under the laws of Kansas, build a railroad in Kansas, by way of Fort Scott, which would connect with the Tebo and Neosho Railroad. It was for the commissioners and the electors to select the road to which bonds would be issued, and no subsequent board could pass in review over their choice, and declare that the bonds might or should be issued to another company.

It may perhaps be contended that these bonds could be issued to the Tebo and Neosho Railroad Company, because the acts of 1865 and 1866 provided that counties could issue bonds to any railroad located near such counties, whether organized under the laws of Kansas or other states. The answer to this point is clear enough. Under these laws, as in force in 1867, Bourbon County might have voted bonds to a Missouri company located near that county, and to the Tebo and Neosho Company, provided it was located near said county, which it was not. But the question is not what *might* have been done, but what was done. The order and election were not to give authority to the commissioners to issue bonds to a company which had or would locate its road *near* Bourbon County, but to a company which would locate and build a road *into* Kansas, by way of Fort Scott,

such road to form a junction with the Missouri corporation.

What has been here said about the order and election has been upon the theory that any Kansas corporation which would build a road between the Tebo and Neosho Railroad and Fort Scott could obtain the bonds, if the people had voted for them. The Supreme Court of Kansas, in the Lewis case, decided that the order and election were void because no company was named. This court, in the case of The Commissioners of Johnson County *v.* Thayer, held that it was not necessary to name any particular company, and that the decision of the Supreme Court of Kansas could not be considered authoritative upon this point, inasmuch as in that case the bonds were voted down, and that this point was of such a character as to determine the general result. We are content with this decision, but respectfully submit that there is much force in the reasoning of the Kansas Supreme Court, and that this case is different from the case of Olcott *v.* Supervisors, 16 Wall., where the general powers of the Legislature to authorize bonds to be issued, and to be paid by taxation, are defined. The plaintiffs in error are not here calling to their aid a decision of their own state on the principles of commercial law, or the general powers of government. The decision here invoked is upon the proper construction to be put upon a local law as to what that law requires to be done in the exercise of the powers specially conferred. This is a local and not a commercial question.

III.

The election under the order of July 23, 1869, and the one under whose supposed authority the commissioners issued these bonds (printed record, pp. 215–220, and of this brief, p.), was a nullity. Under the acts of 1865 and 1866 counties of Kansas might issue bonds to foreign railroad companies located near such counties; the General Statutes

of Kansas repealed both the laws. The acts which were continued in force are specially set out between pages 1112 and 1127; all other acts were repealed. The acts of 1865 and 1866 are not found among those so continued in force. But even if the Legislature had omitted their repeal in unmistakable phraseology, they would have been repealed by implication. The General Statutes provided for the whole subject of county subscriptions to railroad companies. That a subsequent statute revising the whole subject of a former one repeals the prior statute is well settled in Bartlett *v.* King, 12 Mass. 537; Nichols *v.* Squire, 5 Pick. 168; Norris *v.* Crocker, 13 How. 429, and many other cases.

Section 51 of General Statutes, p. 203 (and of this brief, p.), limits the right to issue bonds to companies duly organized under the laws of the state. This point requires no further consideration. A board of county commissioners could not after that time call an election, or issue bonds under such an election, to a Missouri corporation. This is what the board did do in calling the election of 1869.

Conceding, then, that a majority of the electors had voted for the bonds, and that the Tebo and Neosho Railroad Company, a Missouri corporation, could rightfully become entitled to the bonds in suit under the laws of 1865 and 1866, the power to issue them was taken away by the repeal of these laws. No steps had been taken prior to their repeal, nor for a long time thereafter; no contract had been made; no right had accrued with respect to these bonds. There was simply a bare, naked authority, which was subject to such changes as might be made in the law between the date of the authority and its attempted exercise. Bonds to railroad companies can only be issued under the sanction of some law in existence at the time they are issued, or contracted to be issued. The authority being legislative authority, cannot survive the law which confers it. This is well settled by this court in 22 How. 364, 92 U. S. 625.

Both of these cases are precisely like the one now under consideration. In 22 How. the charter of the Ohio and Mississippi Railroad Company, granted by the Legislature of Indiana, in 1848, authorized the county commissioners of a county through which the road passed to subscribe for stock and issue bonds to such road, provided a majority of the qualified voters of the county, on an election to be held on March 1, 1849, should so vote. An election was so held in Daviess County, in all respects according to law, and a majority voted to issue the bonds and make the subscription. But before the subscription was made the state adopted a constitution, which went into effect November 1, 1851. One of the articles of that instrument prohibited all subscriptions to railroad companies, unless *paid for in cash*. Notwithstanding this prohibition, the commissioners issued the bonds, in 1852, in payment for the subscription of stock. The payment of these bonds was afterwards contested. This court decided that, in view of the body upon which power was conferred, and the *nature* of the power itself, no contract existed prior to the adoption of the new Constitution, and that a subscription was necessary to create a contract binding upon the county, on one side, to take the stock, and, upon the other, to transfer the stock and receive the bonds for the same.

In the case of The Town of Concord *v.* Portsmouth Savings-Bank, 92 U. S., the acts of the state of Illinois in force March 7, 1867, authorized certain towns to appropriate money to be paid to a certain railroad company, as soon as the track of the road had been located and constructed through such towns. The town of Concord, on November 20, 1869, voted to make such an appropriation. On June 20, 1870, the company gave notice of its acceptance of the donation. The new Constitution of Illinois, which went into effect July 2, 1872, prohibited counties, cities, towns, townships, or other municipalities, from becoming subscribers to the capital stock of any railroad, or making any donations thereto; *provided*,

that where a subscription had already been authorized, under existing laws, such subscription might be made. The town of Concord, October 17, 1871, issued its bonds, in pursuance of the election of November 20, 1867. The court passed over the question as to whether the town could issue bonds *in payment* of donations, and held that "the new Constitution of 1870 annulled the power of municipalities to make donations to railroad companies where no contract existed for donation."

The adoption of a new constitution can have no greater effect than the repeal of the law under which the election was held, or the passage of a new law repealing the old law, and restricting the power of issuing bonds to domestic corporations. The case of Callaway County *v.* Foster, 93 U. S., is not against the principle here maintained, as the provision of the Constitution there urged in behalf of the county was directed to the Legislature, instructing it in the future not to grant such power unless under certain conditions.

The election of July 23, 1869, was void for another reason: The order and call contained two propositions, neither one of which could be adopted without adopting the other. The proposition to give aid to the road running west from Fort Scott to Humboldt was a popular one, therefore the other proposition was tacked to it for the purpose of making the one carry the other. This cannot be done. It is a species of log-rolling. It is a species of log-rolling which renders void the whole proceeding.

12 Kan. 186, and cases there cited. (Printed record, p. 196, of this brief, p. .)

IV.

The curative act of February 25, 1868, does not help these bonds. The act was designed to cure irregularities, and to sustain the will of the majority of the people. It

begins: "*Whenever a majority of the people voting at any election*," etc., the commissioners may subscribe the stock and issue the bonds, whether order and election have been in compliance with the statute or not. He who invokes this act must bring himself within its provisions, and especially within its leading and fundamental condition, — the *sine qua non* of the act.

The act in question must be construed in *harmony* with the law passed at the same session, or with the law in force at the date of any attempted exercise of authority under it. The law passed at the same session, in 1868, and four days afterwards, designated Kansas railroad corporations as the only companies to which counties could issue bonds. A legislature at the same session are supposed to have the same general ideas upon the same subject. A curative act is always subordinate in its character to the general law upon the same subject. The act of February 25 does not designate either domestic or foreign corporations, but may be considered to embrace one or both, according to the provisions of the law in force when the subscription is made. As a matter of fact, however, no bonds, as we are informed and believe, ever had been voted to foreign corporations in Kansas, which fact accounts for the general language of the act in question. No Missouri corporation had claimed the right to any bonds under the election of 1867, and at that time none were expected to. The minority at that election supposed they were voting bonds to a Kansas corporation, and in their simplicity did not imagine that their agents, if the requisite number of votes were obtained, would receive with open arms any company which asked for the bonds.

According to the maxim that the expression of one is the exclusion of all others, the law of 1868 and the act of 1869 may be read: "The board of county commissioners of any county may subscribe for and take stock in any railway company duly organized under this or any other law of the state of Kansas, and *in no other*." It is unreasonable to suppose that the Legislature intended to authorize bonds to

be issued for an indefinite time, under irregular elections, to a class of corporations to which they were forbidden to issue them under elections properly conducted.

The use which is attempted to be made of the curative act of February 25 is not a reasonable one. Statutes upon the same subjects are to be reconciled, — not antagonized. The construction of the plaintiff's counsel makes the act in question and the general law conflict. The defendants construe both laws together; the plaintiff ignores the one, while he clings vehemently to the other, injecting into it, at the same time, words not found in it, viz.: "Missouri corporations." If our views are not correct as to the proper construction of the act of February 25, then the general law of February 29, 1868, and the still more emphatic act of 1869, being subsequent, repealed the act of February 25, in so far as it may be considered repugnant to those acts.

The plaintiff first asks the court to strike out of the curative act the word "majority," and insert "minority;" second, to insert "Missouri corporations" into the law, and into the order, and call for an election; and, thirdly, after the law and the order have been so amended and enlarged, to impose upon the enactment the quality of immortality, — a capacity to survive all repeals, all changes, all policies.

We do not revere this law to this extent. We concede to it its legitimate use, but no more.

Suppose that, after the passage of this act, the Legislature had passed an act prohibiting counties, in general terms, from issuing bonds to railroad companies. Can it be doubted that, when such a law became operative, it would take away all power to issue bonds where no vested right had accrued? A restriction is as operative within its range as a prohibition, and when the general law took effect on October 31, 1868 (the date of the publication of the General Statutes), it *propiore vigore* established the frontier lines for all acts more special in their objects and character.

Where agents of a county, acting under legislative authority, and they who might claim the benefits of such authority, see fit to wait until the Legislature takes away the power, nobody has any right to complain.

V.

The fact that the Missouri, Kansas, and Texas Railroad Company built a railroad to Fort Scott, which might have, with the proper vote, etc., entitled that company to the bonds, cannot help the obligations here in controversy. The bonds were not issued to that company. The Tebo and Neosho Railroad Company sold and assigned its property, rights, and effects to the Missouri, Kansas, and Texas Railroad Company, on October 19, 1870. These bonds were applied for by the Tebo and Neosho Railroad Company on July 23, 1869, which led to the order refusing to issue the bonds under the election of 1867, and requiring new authority to be given. (Printed record, pp. 215, 216, and of this brief, p. .) On August 27, 1869, the board directed the stock to be subscribed in the Tebo and Neosho Railroad Company. (Printed record, pp. 217, 218, 219, and of this brief, p. .) On July 2, 1870, the same agent of the same company appeared before the board, and the final orders were made concerning the bonds; and it was further directed that, for the nominal consideration of $5, the stock be assigned to a company selected by the Tebo and Neosho Company, viz., the Land Grant and Trust Company, a vagrant corporation authorized to do business in all places *except the place of its creation*.

6 Kan. 245.
Printed record, 219, 220, and of this brief, .

It will be observed that the entire transaction was with the company named in the bonds, and the whole matter was concluded, except the mere formal delivery, before the

assignment to the Missouri, Kansas, and Texas Railroad Company. If the latter road ever received any benefit from these bonds, the terms of the assignment make it doubtful whether it was entitled to any; it was by virtue of, and under the assignment of, the Tebo and Neosho to it, and not by virtue of any contract or supposed authority to issue them to that company. This fact, we suppose, was intended by the plaintiff's counsel to reinforce the morality, rather than the legality, of these bonds, — a consideration to be urged under the "higher law," rather than under the Kansas laws. If this was the intention, — and it can have no greater effect, — it should have been coupled with the other fact, in order that the court might, at one view, have the whole of the morals of the case before it, viz., that these bonds were issued under a minority, and not a majority, vote. The counsel of the county were remiss in not having this twin fact so incorporated. The claim of plaintiff upon this fact may be stated thus: A. is the agent of B., C., and D. for certain general purposes, and for a special purpose could make and deliver the promissory notes of B., C., and D. whenever two of them should so instruct A. in a particular manner. A. asks for instructions to make such notes to E. C., the minority of B., C., and D., so instructs A., upon condition that E. does certain things. B. and D. refuse to so instruct. F. applies to A. for the promissory notes, and A. issues them. F. transfers the promissory notes. B., C., and D., and also A., subsequently refuse to pay them, on the ground, among other things, that the notes were to be made to E., and not to F.; whereupon, F. pleads that E. has performed the conditions upon which the notes were to be issued to E., *ergo*, the notes were rightfully issued to F. The application is obvious.

VI.

There is no estoppel in this case against the county. There are no recitals in the bonds. The county does not,

and never did, hold the stock of the company, but assigned it, at the solicitation of the company, for a nominal consideration.

The payment of three instalments of interest cannot create a power which did not exist. Such payment might have continued until all the interest had been paid, yet the want of power would be a good defence against the collection of the principal, as the payment of interest would, under the facts of the case, be merely *ex gratia*.

Neither could the plaintiff be an innocent purchaser, as matter of law. The bonds are void at all points; and the bonds themselves, instead of silencing inquiry by their statements, excite it.

The familiar argument of acquiescence by the people is of no force in Kansas. The individual tax-payers were powerless.

Craft *v.* Commissioners of Jackson County, 5 Kan. 518.
(Printed Record, p. 199; of this brief, p. .)

It is respectfully submitted that the judgment of the Circuit Court should be reversed.

J. E. M'KEIGHAN,
Attorney for Plaintiff in Error.

JOHN H. D. BLOCK,
Plaintiff in Error,
vs.
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BOURBON.
Defendant in Error.
} *Case 290.*

It having been agreed that cases 234 and 290 should be submitted together, upon record, the Statement made in 234 is referred to for this case.

POINTS AND AUTHORITIES.

1. The judgment of the Supreme Court of Kansas in the case of Lewis *v.* The Commissioners of Bourbon County, was final as to all coupons held by said Lewis, or for him by the plaintiff. The issues were the same in that case as in the one at bar.

A judgment in favor of a bondholder upon certain municipal bonds, against the town issuing them, is conclusive upon the question of the validity of the other bonds, being part of the same issue in an action between the same parties or their privies.

Beloit *v.* Morgan, 7 Wall. 619.

A judgment in *mandamus* at common law would not be a bar, but it is submitted that under the laws of Kansas it is a bar.

Gen. Stat. 1868, sec. 688, pp. 766, 767.

At common law the writ of *mandamus* was a prerogative

writ, and issued in the name of the sovereign, upon the relation of the aggrieved party. In Kansas it is brought in the name of the real party in interest. It is a civil remedy.

The State *v.* Marston, 6 Kan. 524.
The State *v.* County Commissioners, 11 Kan. 66.

At common law, the return to the alternative writ could not be disputed. The only remedy was an action on the case for a false return. In Kansas, the return to the writ is an answer, the truth of which can be tried.

In modern practice, the writ of *mandamus* is nothing more than an ordinary process in cases where it is applicable.

Kentucky *v.* Dennison, 24 How. 66.
Gilman *v.* Bassett, 33 Conn. 298.
Arberry *v.* Beavens, 6 Texas, 457.

Where a party has resorted to mandamus, he cannot maintain another suit for the same cause of action.

Kendall *v.* Stokes, 3 How. 87 (particularly pp. 99 and 100).

The proceedings by *mandamus* have all the elements of a suit. They have parties plaintiff and defendant. They are instituted to obtain a right of which the plaintiff is deprived, and are instituted and carried on in a court. Such a suit has mesne and final process, pleading, issues of law and fact are formed and tried as in other cases, and it terminates in a judgment which is executed in the mode prescribed by law. It is, therefore, a suit, and not merely a final process.

M'Bane *v.* The People, 50 Ills. 503.
The State *v.* Grace, 11 Nev. 223.

The plea of another suit to a proceeding in *mandamus* is a good plea.

Silver *v.* The People, 45 Ills. 227.

If the bonds were legal, binding obligations on the county, it was the duty of the county officers, under the law, to levy the tax. *Mandamus* was the proper remedy, there being no other *specific* remedy.

Knox County *v.* Aspinwall, 24 How. 376.
People *v.* Shearer, 30 Cal. 645.
Manor *v.* M'Call, 5 Ga. 522.
Colombia Co. *v.* King, 13 Fla. 451.

The opinion of the Supreme Court of Kansas is part of the record in the case of Lewis *v.* Board of Commissioners.

Gen. Stat. 1868, sec. 656, p. 740.

The provisions of the Code of Civil Procedure of Kansas upon *mandamus* are as follows:

GENERAL STATUTES, 1868. (Page 766.)

ARTICLE 33.

SECTION 688. The writ of *mandamus* may be issued by the Supreme Court or the District Court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins as a duty resulting from an office, trust, or station. But though it may require an inferior tribunal to exercise its judgment, or proceed to the discharge of any of its functions, it cannot control judicial discretion.

SECTION 689. This writ may not be issued in any case where there is a plain and adequate remedy in the ordinary course of the law. It may issue on the information of the party beneficially interested.

SECTION 690. The writ is either alternative or peremptory. The alternative writ must state concisely the facts, showing the obligation of the defendant to perform the act and his omission to perform it, and command him that immediately upon the receipt of the writ, or at some other specified time, he do the act required to be performed, or show cause before the court whence the writ issued, at a specified time and place, why he has not done so, and that he then and there return the writ, as he is commanded. The peremptory writ must be in a similar form, except that the words requiring the defendant to show cause why he has not done as commanded must be omitted.

SECTION 691. When the right to require the performance of the

act is clear, and it is apparent that no valid excuse can be given for not performing it, a peremptory *mandamus* may be allowed in the first instance; in all other cases the alternative writ must be first issued.

SECTION 692. The motion of the writ must be made upon affidavit, etc.

SECTION 693 provides for the allowance of the writ.

SECTION 694. On the return day of the alternative writ, or such further day as the court may allow, the party on whom the writ shall have been served may show cause by answer *made in the same manner as an answer* to a petition in a civil action.

SECTION 695. If no answer be made, a peremptory *mandamus* must be allowed against the defendant. If answer be made containing new matter, the same shall not in any respect conclude the plaintiff, who may, at the trial or other proceeding, avail himself of any valid objections to its sufficiency, or may countervail it by *proof either in strict denial or by way of avoidance.*

SECTION 696. No other pleading or written allegation is allowed than the writ and answer; these are the pleadings in the case, and have the same effect, and are to be construed and may be amended in the same manner, as pleadings in a civil action, and the issue thereby joined must be tried, and the further proceedings thereon had, in the same manner as in a civil action.

SECTION 697. If judgment be given for the plaintiff, he shall recover the damage which he shall have sustained, to be ascertained by the court or jury, or by referees, as in a civil action, and costs and a peremptory *mandamus* shall also be granted to him without delay.

SECTION 698. A recovery of damages by virtue of this article against a party who shall have made a return to a writ of *mandamus* is a bar to any other action against the same party for the making of such a return.

SECTION 699 provides for a fine in case the peremptory writ is disobeyed.

ARGUMENT.

1. At common law, the writ of *mandamus* was a prerogative writ of a remedial character, issued at the discretion of the sovereign, without the intervention of the court. Afterwards it became the prerogative of the Court of King's Bench, as having the general supervisory power over officers and inferior tribunals. Under such practice the application was determined solely upon the alternative writ and return. The relator's only remedy, if denied the writ by reason of

the return, was an action on the case for a false return. The only thing tried was the sufficiency of the return. The real merits of the case were never judicially tried and determined.

The statute 9 Anne, c. 20, changed the practice, and authorized any person suing out the writ to traverse all or any of the facts set up in the return, and such further proceedings were had as if the relator had brought his action on the case for a false return. This statute is practically the Kansas statute. No formal traverse is necessary, but the plaintiff may introduce evidence to contradict or avoid the answer. The proceedings in *mandamus* in the Supreme Court of Kansas were in a court of competent jurisdiction; the parties were the same, as matter of law, as in this case; the question — viz., the validity of the bonds — was the same; the trial was upon the merits; the same evidence was or might have been introduced; the refusal of the peremptory writ resulted from a judicial determination that the bonds were void. Here are all the qualities of an estoppel by record. The remedy sought in the Kansas court was an appropriate one, and would have been necessarily allowed had the bonds been held valid. There was no judicial discretion in the case. The duty of the county officers was a ministerial one, and absolute, if the bonds were good. No point was or could have been made that the duty of the county officers was discretionary, or that it was discretionary with the court to allow or deny the writ. On the contrary, the very truth and right of the matter was judicially investigated and decided.

Lewis had his choice: he could have gone into the United States court and asked for judgment on his coupons, and asked for a writ of *mandamus* in aid of his judgment if he had succeeded; or he could, as he did, select a court having original jurisdiction of *mandamus*, and submit to such court the validity of his bonds. In all of the cases cited, where it was held that, under the modern practice, *mandamus* is an action in which the rules of pleading and the determi-

nation of the cause are held to be under the rules which apply to other cases, the proceedings were instituted in the name of the state, on the information of the party aggrieved. The decisions in such cases, placing *mandamus* on a level with other actions, receive additional strength in the present case from the fact that, in Kansas, it is a suit directly between the parties, the only difference being in the relief which is obtained or denied. Lewis brought his suit properly in his own name, without the formal intervention of the state.

In the case of The Commonwealth of Kentucky *v.* Dennison, 24 How. 66, a motion was made for a rule on the governor of Ohio to show cause why a *mandamus* should not be issued commanding him to cause Willis Lago, a fugitive from justice, to be delivered to the state of Kentucky. The rule was served on the governor, in accordance with the rule laid down in Grayson *v.* The State of Virginia, 3 Dall. 320, "that when *process at common law* or in equity shall issue against a state, the same shall be served upon the governor, or chief executive magistrate, and the attorney-general of such state." It was objected on the part of the governor of Ohio that the court had no jurisdiction of the case, because *the controversy was not of a civil nature*, and that the state was not a party. Both of these objections were overruled. Chief Justice Taney, in delivering the opinion of the court, says: "It is equally well settled that a *mandamus*, in modern practice, is nothing more than *an action at law between the parties*, and it is not now regarded as a prerogative writ."

In Kendall *v.* Stoke, 12 Pet., the relators instituted proceedings in the Circuit Court of the District of Columbia, against Kendall, to compel him to reinstate certain credits on a certain award allowed to them under an act of Congress, as mail contractors. The peremptory writ was granted after a trial. The postmaster-general sued out a writ of error to this court. The judgment of the District Court was affirmed. Justice Thompson, in delivering the

opinion of the court, says (p. 614): "That the proceedings on a *mandamus is a case* within the meaning of the act of Congress has been too often recognized in this court to require any particular notice. It is *an action or suit* brought in a court of justice, asserting a right, and is prosecuted according to the forms of judicial proceedings."

After this decision, the relators in the *mandamus* suit brought an action, in the same District Court, to recover damages for the suspension by Kendall of the credits, and for the refusal of Kendall to credit the relators with the amount awarded them by the solicitor of the treasury, under the act of Congress. At the trial of the case, the plaintiffs, among other things, introduced in evidence the transcript of the record in the *mandamus* case.

The defendant, Kendall, offered an instruction which was in effect a demurrer to the evidence, which was refused, and judgment went for the plaintiffs on the first and fifth counts of the declaration. The case was taken to the Supreme Court, and is reported in 3 How. 87. The judgment on the first count was reversed, for reasons not pertinent here; and also judgment on the fifth count, for the reason that, the relators having instituted *mandamus* proceedings and obtained a judgment in their favor, they could not afterwards sue for damages in an action on the case for the same cause of action. (Pages 99–102.) The court say: "The law does not permit a party to be twice harassed for the same cause of action;" and, further on, "this objection applied with still more force when, as in this instance, the party has proceeded by *mandamus*. The remedy in that form originally was not regarded as an action by the party, but as a prerogative writ commanding the execution of an act, where justice would be otherwise obstructed," etc.; "it is now regarded as *an action* by the party on whose relation it is granted." And on page 102, in elaborating the point by the illustration, that if the relators in the first instance had resorted to an action on the case, or *assumpsit*, they could not have split up their claim, the court uses this lan-

guage: "They could not be permitted to harass the defendant with two suits for the same thing, *no matter by what name the actions may be technically called, nor whether both are actions on the case, and one of them called a mandamus.*"

The same reasoning would have applied if the relators had been defeated. So here, Lewis could not choose and pursue his remedy by *mandamus*, as a mere experiment; and, after the experiment had resulted disastrously, again subject the county, in another court, to the expense of making the same defence it had successfully made in the *mandamus* suit.

2. If, as contended, the proposition is true that proceedings in *mandamus* constitute an action, and that the judgment therein furnishes the successful party with a good plea in bar of any further action, the only thing left to determine is to what does it apply in this case.

In the *mandamus* suit, Lewis directly submitted to the consideration of the court the coupons on bonds from 1 to 100, falling due July 1, 1872, January 1, 1873, and July 1, 1873; being coupons numbered 4, 5, and 6, on each of said bonds, amounting to $10,500. The county answered the alternative writ as to these bonds and coupons, setting out in detail the proceedings under which the power had been assumed to issue the bonds, and claiming that under such proceedings no authority had been conferred. The Circuit Court finds that Lewis is still the owner of the coupons in suit on these bonds. Under the decision of this court in Cromwell *v.* Sac County, 94 U. S. 351, the coupons are subject to the same defence in Black's hands as in Lewis's. The principle is very clearly established in this case that a judgment in an action tried on its merits is an absolute bar against the prosecution of a second action upon the same claim or demand. "It is a finality, not only as to every matter which was offered and received to sustain or defeat the claim or demand, but as *to any other admissible matter* which *might have been offered.*" (Page 352 of that case.)

Under the doctrine of that case, the only thing which can now be the subject of doubt as to the conclusiveness of the judgment in the *mandamus* case is coupon 7. The first inquiry is: What is the principle of Cromwell *v.* Sac County, as applicable to this case? We think this is a fair statement of it.

The judgment of the Supreme Court of Kansas as to coupons 4, 5, and 6 is a bar to the prosecution of a suit on coupon 7 as to every matter controverted or in issue in that case, but is not a bar as to any matter not in issue in that case, but which, if it had been put into the case, would have properly and under the law have changed the result. The new matter must be material, because it is *only* as to the new matter that the case can be reopened (p. 353 of Cromwell *v.* Sac County), and it must be as to a matter *beneficial* to the defeated party, and not something omitted in the former suit which would have been favorable to the successful party.

If this is a correct presentment of the principle established in that case, then coupon 7 must share the same fate with coupons 4, 5, and 6.

That every fact which could materially affect the result as to the right of Lewis is obvious from an inspection of the record in that case. Nor does the plaintiff in this case, in his reply to the counter-plea of former judgment, claim that there is any matter involved here which was not presented to the Supreme Court of Kansas; he simply claims that it is not an estoppel. (Page 205 of printed record; of this brief, p. .)

In the *mandamus* suit, all the proceedings of the commissioners were set out in the answer, and it was conceded at the trial, and found by the court, that Lewis was a purchaser for value before maturity (printed record, p. 191, and of this brief, p.), and the case was decided by the court on that theory (printed record, p. 193, and of this brief, p.). The material facts found by the Kansas Supreme Court are the same as those found by the

Circuit Court, except that in the one instance they are formally set out, and in the other they are referred to. Both courts found that the original proposition was voted down.

Both courts find the same facts as to the election of 1869; that no company was named in the election of 1867; and both courts construed the same laws. The only facts, material or immaterial, which are in the record of this case and not in the Lewis case, are the facts that the Missouri, Kansas, and Texas Railroad Company built a railroad to Fort Scott, and that three instalments of interest were paid on the bonds.

The first fact is immaterial, as we have endeavored to show in case 234 (p. of this brief). Said company never claimed these bonds, and they were not issued to it; and for the additional reason that the performance of the condition of the building of the road *could not help the bonds* in the hands of a third party, any more than a failure to perform the *condition could defeat them*. The whole question is one of power, and not the performance or non-performance of conditions. Did the commissioners, when they issued the bonds, have either legislative authority or authority in fact from the electors of Bourbon County to so issue them? The payment of interest is immaterial, for the same reason. The defences put in by the county are not technical defences, which can be avoided by paying one coupon or thirty. Whether or not a proposition was ever submitted to the people of Bourbon County to issue bonds to the Tebo and Neosho Railroad Company, whether or not such proposition was carried or voted down, whether or not the law in existence at the time the bonds were issued permitted bonds to be issued, under any circumstances, to a Missouri railroad company, are questions which cannot be affected by the building of a road by another company, or the payment of their instalment of interest.

The decisions of this court are to the effect that where a

majority of the votes cast were in favor of the bonds, upon certain conditions, and there was legislative authority to issue the bonds, and they had been issued and were in the hands of innocent purchasers for value, and interest had been paid on them for a series of years, the county could not plead successfully that the conditions had not been performed. The defences in this case are not of this class. The decision of the Supreme Court of Kansas is of such a character that it carries with it every matter and point which has been or could be urged. In that case the court decided that the purchaser was bound to take notice of the want of power, and of the facts which would disclose such power. This was the main point in controversy in that case, and it was decided against Lewis. It was a matter of controversy, in that case, whether or not a majority of the people had voted for the bonds; whether or not a company must be designated; whether or not the election of 1869 validated the bonds. All these points were decided against Lewis and in favor of the county. All these questions of the general power of the commissioners having been decided against Lewis, he cannot harass the county with another suit by adding facts which, under the principle established in that case, could not have changed the result. By going into the Supreme Court of Kansas, and obtaining a judgment against the validity of his bonds on principles which sweep away all minor or subsequent facts, he has, in a court of his own seeking, made a law which inexorably applies to him in all courts.

But the county may urge other reasons to sustain that judgment than those presented to that court, and does present the additional reason (not fact), not presented by the Kansas court, nor passed on by it, that at the time these bonds were issued no county in Kansas could issue bonds to a Missouri corporation, and which is argued more fully in our brief in case 234.

It is respectfully submitted that the judgment of the Circuit Court with respect to the Lewis coupons was right, not

only for the reasons given by that court, but for other reasons here presented; and that such judgment is an estoppel against this action, so far as relates to all coupons on bonds from 1 to 100.

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